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Modern British & Irish Art

New Bond Street, London | 18 June 2025











Modern British Art & Irish Art

New Bond Street, London | Wednesday 18 June 2025 at 3pm

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30556
Lots 1-74

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Thursday, 12 June, 9am-5pm
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ENQUIRIES

London
Penny Day
+44 (0) 20 7468 8366
penny.day@bonhams.com

Christopher Dawson
+44 (0) 20 7468 8296
chris.dawson@bonhams.com

Ingram Reid
+44 (0) 20 7468 8297
ingram.reid@bonhams.com

Grace Berry
+44 (0) 20 3988 6460
grace.berry@bonhams.com

Robert Jenkinson
+44 (0) 20 7393 8389
robert.jenkinson@bonhams.com

Rachael Swann
+44 (0) 20 7468 8386
rachael.swann@bonhams.com


Dublin
Kieran O'Boyle
+353 1602 0990
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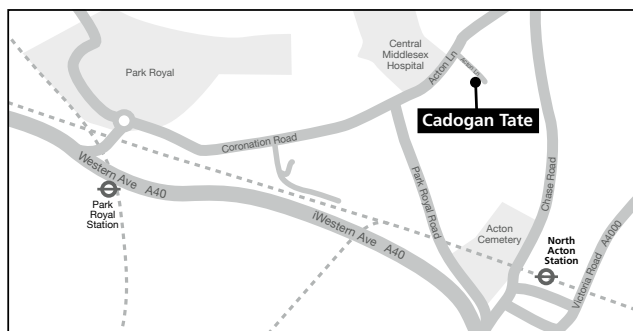
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1 AR

CRAIGIE AITCHISON C.B.E., R.S.A., R.A. (1926-2009)

Crucifixion 5

oil on board

21.4 x 16.3 cm. (8 1/2 x 6 1/2 in.)

Painted in 1986

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

With Albemarle Gallery, London, 1987, where acquired by
Private Collection, U.K.

With Timothy Taylor Gallery, London, where acquired by the family of
the present owner
Private Collection, U.K.

Exhibited

London, Albemarle Gallery, *Craigie Aitchison : Paintings 1982-87*,
1 April-1 May 1987, cat.no.10

We are grateful to Andrew Lambirth for his assistance in cataloguing
this lot.



Four Works from the Family of Lynn Chadwick R.A. (1914-2003)

Lots 2 - 5





2 AR

LYNN CHADWICK R.A. (1914-2003)

Sitting Couple in Robes III

stamped with monogram and numbered '791 5/9' (on the back of the female figure's cloak)

bronze with a grey patina

35.5 cm. (14 in.) wide

Conceived in 1980 and cast in 1987 by Pangolin Editions

£50,000 - 70,000

€59,000 - 83,000

US\$66,000 - 93,000

Provenance

The Artist, by whom gifted to his son

Simon Chadwick, thence by family descent to the present owners

Private Collection, U.K.

Exhibited

Kruishoutem (Belgium), Fondation Veranneman, *Lynn Chadwick and Karolus Lodenkämper*, October-December 1980 (another cast)

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor, With a Complete Illustrated Catalogue 1947-1996*, Lypiatt Studio, Stroud, 1997, p.328, cat.no.791 (ill.b&w, another cast)

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor, With a Complete Illustrated Catalogue 1947-2005*, Lund Humphries, Aldershot, 2006, p.336, cat.no.791 (ill.b&w, another cast)

Dennis Farr & Éva Chadwick, *Lynn Chadwick Sculptor, With a Complete Illustrated Catalogue 1947-2003*, Lund Humphries, Farnham, 2014, p.342, cat.no.791 (ill.b&w, another cast)



Lynn Chadwick with son Simon, 1954, courtesy of the Chadwick Family.

Relationships sit at the heart of Lynn Chadwick's illustrious career. The theme he explored more than any other is that of the dynamics which lay between one human and another – and where is such a dynamic felt more keenly than family? It is fitting then that the following four bronzes, each of which explores the theme of companionship, are accompanied by exceptional family provenance, coming to sale by direct descent from his eldest child Simon.

During the war, Lynn, then an architect by trade, qualified as a pilot in Canada. In 1942 Lynn met the Canadian poet Ann Secord in Toronto. They married, and their son Simon arrived shortly after. Following the war the family moved to a cottage near Stroud in Gloucestershire. It had no electricity or running water but offered outbuildings which were given over to studios in which Lynn began 'making things' – as he termed it. At first mobiles, then stables and static sculptures. Lynn enjoyed a meteoric rise as a sculptor, with just two years separating his first solo exhibition and his selection to represent the U.K. at the Venice Biennale.

Whilst initially means were modest, these were happy, fruitful and free years. As Simon grew, Lynn would find joy in putting his own architectural and aviation training to good use by teaching the young boy to construct model aircraft from sculptors' materials.

By the late 1970s, the period to which the following group of bronzes date, Lynn's circumstances had changed. His career had continued to ascend at pace. He found commercial representation via the Marlborough Gallery, saw his works included within significant museum collections such as the Tate and MOMA, and was awarded CBE. He had reaped the rewards of his success, moving to the stately manor house Lypiatt Park, and was able to reinvest his energies into his work, by establishing his own foundry there. It is this Lynn – a titan in a world of contemporary sculpture, and patriarch to a broad family, who gifted the following four works to his son (by now also a father himself).

The provenance of this group, direct from the artist's family and never previously presented to the market, presents an excellent opportunity for collectors now. Bonhams are proud to have been selected by the family of Lynn Chadwick on several occasions to handle the sale of such personal works, including a group in 2021, led by *Maquette Jubilee II* (sold in these rooms for £838,750).

We are grateful to Sarah Chadwick for her assistance in cataloguing this lot.



3 AR

LYNN CHADWICK R.A. (1914-2003)

Pair of Sitting Figures V

stamped with signature, foundry mark and numbered 'CHADWICK

658 6/6 B ' (on the side of each figure's cloak)

bronze with a black patina

73 cm. (28 3/4 in.) deep

Conceived in 1973 and cast in 1987 by Burleighfield

(2)

£80,000 - 120,000

€95,000 - 140,000

US\$110,000 - 160,000

Provenance

The Artist, by whom gifted to his son

Simon Chadwick, thence by family descent to the present owners

Private Collection, U.K.

Exhibited

London, Marlborough Fine Art, *Chadwick: Recent Sculpture*, January

1974, cat.no.27 (another cast)

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor, With a Complete Illustrated Catalogue 1947-1996*, Lypiatt Studio, Stroud, 1997, pp.280-281, cat.no.658 (ill.b&w, another cast)

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor, With a Complete Illustrated Catalogue 1947-2005*, Lund Humphries, Aldershot, 2006, pp.288-289, cat.no.658 (ill.b&w, another cast)

Dennis Farr & Éva Chadwick, *Lynn Chadwick Sculptor, With a Complete Illustrated Catalogue 1947-2003*, Lund Humphries, Farnham, 2014, p.296, cat.no.658 (ill.b&w, another cast)

A couple as a subject appears in Chadwick's career as early as the mid-1950s with dancers, teddy boys and girls, winged figures and the 'encounter' series. To a greater or lesser extent, each of these couples had a role ascribed by Chadwick. They pirouetted, they subverted, they poised for flight, they rendezvoused. It is only in the early 1970s that Chadwick focused on the couple existing purely as a dynamic and this would go on to be perhaps the most instantly familiar vein of his output. The present work is the fifth in a series of twelve such pairs made between 1973 and 1975, who are described not by their role but by their stance – they are simply sitting. But it is in the simplicity of this construct that Chadwick finds a fruitful variety of nuance.

This was a development of which, as Michael Bird has noted, Chadwick was keenly aware:

'His increasing tendency to interpret his work in terms of human relationship, rather than formal balance, begins to be audible. "Presences" was how he referred to his new figure sculptures; they were about being, not doing: "I used to call them *Watchers*, but no longer. Sometimes they are not watching anything. What they are

doing is illustrating a relationship – a physical relationship – between people". It was through this relationship, not through purely formal or allusive qualities, that he wanted his sculptures to speak: "If you can get their physical attitudes right you can spell out a message" (Michael Bird, *Lynn Chadwick*, Lund Humphries, Farnham, Surrey, 2014, p.147).

In the present arrangement the 'physical attitude' that Chadwick has achieved is enchantingly dichotomic in several regards. The two figures have a grounded sturdiness, communicated by the bulk of their forms, yet also a liveliness is introduced by the subtle movement suggested by the slightly raised legs, the angles of the feet and the positioning of the heads. They are resolutely modern, futuristic even, yet the incorporation of their arms into their torso's, forming wings, reference the sculptural traditions of classicism. And ultimately the figures are cast separately and can therefore be displayed in a variety of arrangements, yet they tessellate so intimately that they seemingly exist as a single, inseparable unit.

We are grateful to Sarah Chadwick for her assistance in cataloguing this lot.



4 AR

LYNN CHADWICK R.A. (1914-2003)

Pair of Sitting Figures IX

stamped with monogram, foundry mark, and numbered '696 3/8' (on the underside of each figures left leg)

part-polished bronze with a black patina

35 cm. (13in.) high

Conceived in 1975 and cast in 1990 by Pangolin Editions

(2)

£40,000 - 60,000

€47,000 - 71,000

US\$53,000 - 80,000

Provenance

The Artist, by whom gifted to his son

Simon Chadwick, thence by family descent to the present owners

Private Collection, U.K.

Exhibited

Copenhagen, Court Gallery, December 1975-January 1976

(another cast, catalogue untraced)

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor, With a Complete Illustrated Catalogue 1947-1996*, Lypiatt Studio, Stroud, 1997, p.296, cat.no.696

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor, With a Complete Illustrated Catalogue 1947-2005*, Lund Humphries, Aldershot, 2006, p.304, cat.no.696

Dennis Farr & Éva Chadwick, *Lynn Chadwick Sculptor, With a Complete Illustrated Catalogue 1947-2003*, Lund Humphries, Farnham, 2014, p.311, cat.no.696

The present work is number nine from the series discussed in the entry to the previous lot. Across the series, and in what became a frequently employed approach for Chadwick, casts from each edition were produced in both traditionally patinated finishes and part-polished variants. The part-polished finish had first been employed by Chadwick in his *Elektra* series of the late 1960s. These primarily consisted of single female figures with a distinctive polished square breast-plate and diamond face-piece, which find their origin in the etymology from the Greek 'the Bright' or 'the Shining One', either standing, seated or in repose.

The female components of the present series bear a strong resemblance to Chadwick's *Elektras*, and she is joined by a male counterpart, denoted by a square head which is also polished to a high sheen.

We are grateful to Sarah Chadwick for her assistance in cataloguing this lot.



5 AR

LYNN CHADWICK R.A. (1914-2003)

Cloaked Couple I

stamped with monogram and numbered '759 8/8' (on the underside of

the male figure's cloak)

bronze with a black patina

49.5 cm. (19 1/2 in.) high

Conceived in 1977 and cast in 1986 by Morris Singer Foundry

£100,000 - 150,000

€120,000 - 180,000

US\$130,000 - 200,000

Provenance

The Artist, by whom gifted to his son

Simon Chadwick, thence by family descent to the present owners

Private Collection, U.K.

Exhibited

London, Marlborough Fine Art, *Chadwick: Recent Sculpture*,

8 February-10 March 1978; this exhibition travelled to Zurich,

Marlborough Galerie, 4 April-31 May 1978 (another cast)

Literature

Burlington Magazine, 120, April 1978, 251

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor, With a Complete Illustrated Catalogue 1947-1996*, Lypiatt Studio, Stroud, 1997, pp.312-313, cat.no.759 (ill.b&w, another cast)

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor, With a Complete Illustrated Catalogue 1947-2005*, Lund Humphries, Aldershot, 2006, pp.320-321, cat.no.759 (ill.b&w, another cast)

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor, With a Complete Illustrated Catalogue 1947-2003*, Lund Humphries, Farnham, 2014, p.328, cat.no.759 (ill.b&w, another cast)

In contrast to the part polished, part matte, part naturalistic, part cuboid figures of the period such as the previous two lots, Chadwick was also exploring the possibilities at this time that draping his figures afforded him. This approach which began primarily through experimentations with single figures was soon applied to couples. Chadwick had sculpted discernibly clothed figures previously with his Teddy boys and girls, and other works such as *Paper Hat* of 1959 – but in such sculptures the clothing served as an identity marker for the figure. In his cloaked works, of which the present work is one of the earliest examples, his concerns are primarily geared towards the sculptural options the clothing permitted. And where Chadwick achieved greatest success in this regard was the sense of movement awarded to his bronzes.

The present work is the first from a series of eight 'cloaked couples' all made 1977-1978. Across this series, the couple are united in a single cast and enveloped by the structure of their attire. Their united nature differentiates them from a series of 'pairs of cloaked figures' of the same period in which the male and the female figures stand apart. This particular cast is the largest of the series.

The commencement of this series was concurrent with the arrival of Chadwick's 'Jubilee' series of cloaked striding couples which span a decade from 1977. So named for the 25th anniversary of Queen Elizabeth II's accession in 1952, their title also acknowledges the ceremonial feel of a man and woman striding side by side. Whilst the present work is not overtly titled as such, the regality of form seen, leads to a conclusion of synergy between the two series.

Cloaked Couple I was cast in an edition of eight, of which one cast is in the collection of The Arts Council, England.

We are grateful to Sarah Chadwick for her assistance in cataloguing this lot.





(verso)

VARIOUS PROPERTIES

6 AR

FRANK AUERBACH (1931-2024)

E.O.W. Lying on her Bed I

signed and dated 'Auerbach/1958' (verso)

oil on panel

21.3 x 50.7 cm. (8 3/8 x 19 7/8 in.)

£120,000 - 180,000

€140,000 - 210,000

US\$160,000 - 240,000

Provenance

The Artist

The F.S. Hess Collection, London, by 1959, thence by family descent to the present owner

Private Collection, London

Exhibited

London, Beaux Arts Gallery, *Frank Auerbach*, November-December 1959, cat.no.1, (as *E.O.W. Lying on her Bed I (oil sketch)*), loaned by F.S. Hess)

Literature

William Feaver, *Frank Auerbach*, Rizzoli, New York, 2009, p.243, cat. no.67, (col.ill., as *Nude Study*)

"I think all good painting looks as though the painting has escaped from the thicket of prepared positions and has entered some sort of freedom where it exists on its own, and by its own laws, and inexplicably has got free of all possible explanations."

(Frank Auerbach)



The present work is consigned from a distinguished collection and was one of several Auerbach's owned by Fritz Siegfried Hess, a German émigré, successful businessman and formidable patron of the arts. Born in 1886 into a German Jewish family from Wiesbaden, he was a well-known art collector based in Berlin, to the extent of forming a close friendship with the renowned art dealer Alfred Flechteim. The 1920s crash and the concurrent rise of National Socialism in Germany - particularly the latter - provided no choice, and Hess left Germany, landing in England in 1933 with a South American Passport and a no work, twelve-month renewable visa. Prior to this, major auctions were held in both Lucerne and Berlin to dispose of Hess's remarkable art collection. The thick catalogues read as a 'who's who' of the history of art and works by Tintoretto, El Greco, Goya, Rubens, Van Dijck, Daumier, Renoir, Cezanne, Toulouse Lautrec, Munch, Braque, Kokoschka, Barlach and Rodin were all offered for sale. Living first in Belsize Park, then Daleham Mews in Hampstead, Hess started afresh forming a new collection, particularly focused on Modern British and Irish Art and including the works of new emerging names, such as Frank Auerbach.

Hess initially formed a relationship with Auerbach via the artist's Uncle Jakob and bought works both directly from him and later via Beaux Arts Gallery. Other paintings by Auerbach from the collection included *Head of Leon Kossoff* (see Sale; Sotheby's, 11 November 2009, lot 187, sold for £1,777,250) and *Head of E.O.W. III* (sold in these rooms, 30 June 2010, lot 127, for £860,000). In Auerbach, Hess recognised not only a raw talent on the cusp of greatness but a shared history of emigration from Berlin to London, a history also shared by that other titan of 20th Century British Art – Lucian Freud. Hess enjoyed a friendship with Lucian's father, Ernst, who was his long-standing architect, both back in Berlin and also in London across the modest property portfolio of rental flats he built up once settled in the UK. As an informal sponsor, he bought works directly from the young Freud to support his early endeavours, one such example being *Untitled (Interior Drawing, The Owl)* (see Sale; Sotheby's, 22 October 2020, lot 111, where sold for £982,500).



(Fig 1) Frank Auerbach, *E.O.W., Nude on Bed*, 1959 © The estate of the artist, courtesy Frankie Rossi Art Projects

E.O.W. Lying on her Bed I is offered at auction here for the very first time, having resided in this same prominent family collection since it was painted and is a striking study for the seminal *E.O.W. Nude on Bed* (1959) (see Fig.1). The latter was formerly in the collection of Jean Chryslor followed by Muscarelle Museum of Art, before it was sold in these rooms on 16 November 2011 (as lot 90 for £780,450). Both finished oil and oil study were exhibited in the same Beaux Arts exhibition in 1959, this lot as catalogue number 1 and the larger work as catalogue number 3. The model, Estella West, whose name is shortened to E.O.W. throughout Auerbach's career, was among the first sitters for the artist, appearing as early as 1952. She was an aspiring theatre actress at the Communist Unity Theatre in Camden, North London, where both she and Auerbach appeared in Frank Marcus's production of Peter Ustinov's *House of Regrets*. The two first met at Stella's home on Earl's Court Road where the cast would practice and where later Auerbach would rent a room and become her lover. William Feaver explains 'Their relationship was to last over twenty-five years and involve more than seventy paintings, in the titles of which she is identified as E.O.W. She thought him "a beautiful, mature young man; he had a kitchen chair and he'd be kneeling, painting on his knees. I used to think, why am I doing this [sitting for him] with three children and a demanding job? I just loved him.' (William Feaver, *Frank Auerbach*, Rizzoli, New York, 2009, p.9). Commenting on this deep rooted and, in the case of the present lot, intimate relationship enjoyed with his life models, Auerbach states 'I think life drawing from the body of a stranger is a fine thing in an art school, but there's a real reason for recording someone whom one's close to. For one thing one knows exactly whether it's 'like' or not. For another, if the person has wakened one's mind, one knows what's not worthy of her, so one isn't going to pull any funny little tricks. Besides, if you're working with someone with whom you are involved, she may get fed up; you might quarrel; she may find it an intolerable burden and punish you by not sitting for you. The whole thing's got a totally different sort of tension from the simple transaction with a hired model.' (Robert Hughes, *Frank Auerbach*, Thames and Hudson, London, 1990, p.133).

Painted during the final year of the decade, the Chrysler *E.O.W. Nude on Bed* can be considered among the artist's early masterpieces and is the most fully realised oil of the five painted in 1959 depicting E.O.W. lying full length on her bed. The present lot from 1958 immediately precedes it in the catalogue raisonné of the artist's work and uniquely shows us the genesis of this tightknit body of pictures, which were instrumental in bringing about a shift within Auerbach's palette. E.O.W. is depicted here on a piece of thick, rustic panel that resembles a floorboard. The atypical support gives the impression of immediacy, a sense that Auerbach simply could not wait and needed to record this figure in oils on whatever was available in that moment. This spontaneity continues through the fluid and vibrant paintwork of the reclining figure, applied in the same palette as the later picture, using thick layers of white, orange, yellow, red and green. Here, the model reclines in exactly the same position as the larger composition, whereas in others she has been rotated and appears more exposed (there is also a charcoal and chalk on paper from the same series, where the model lies on her front (Collection of the British Museum)). E.O.W.'s knees are drawn into her torso with the arms tucked in underneath them. She appears somewhat vulnerable, with the absence of sheets to conceal her naked body and is positioned centrally facing the spectator. Her gaze is lowered, suggesting she is reluctant to engage with either artist or observer and although the bed is imagined here, Auerbach has outlined the beginnings of the background that would be developed using the same green pigment in the finished version a year later. The present lot therefore presents a unique opportunity to acquire a work by one of Britain's most important painters that not only enjoys impeccable heritage but offers the viewer a rare insight into the artist's working process.

We are grateful to Catherine Lampert for her assistance in cataloguing this lot.



7 AR

DAME BARBARA HEPWORTH (1903-1975)

Orpheus (Maquette 1)

brass with strings on a wooden base

52.4 cm. (20 5/8 in.) high (including the wooden base)

Conceived in 1956, the present work is number 3 from an edition of 8

£400,000 - 600,000

€470,000 - 710,000

US\$530,000 - 800,000

Provenance

Acquired directly from the Artist by

Maurice & Ruth Ash of Dartington Hall, and thence by family descent

Presented to benefit the Charities Aid Foundation (CAF) for

philanthropic purposes

Exhibited

London, Gimpel Fils, *Recent Work by Barbara Hepworth*, June 1958, cat.no.2 (another version)

Plymouth, City Art Gallery, *Barbara Hepworth*, 16 June-16 August 1970, cat.no.70 (this version)

London, Gimpel Fils, *Barbara Hepworth: 50 sculptures from 1935 to 1970*, 7 October-15 November 1975 (another version)

Valencia, Institut Valencià d'Art Modern, *Barbara Hepworth*, 2 September-14 November 2004 (another version)

Wakefield, The Hepworth Wakefield, *Barbara Hepworth: Art and Life*, 21 May 2021-27 February 2022 (another version); this exhibition

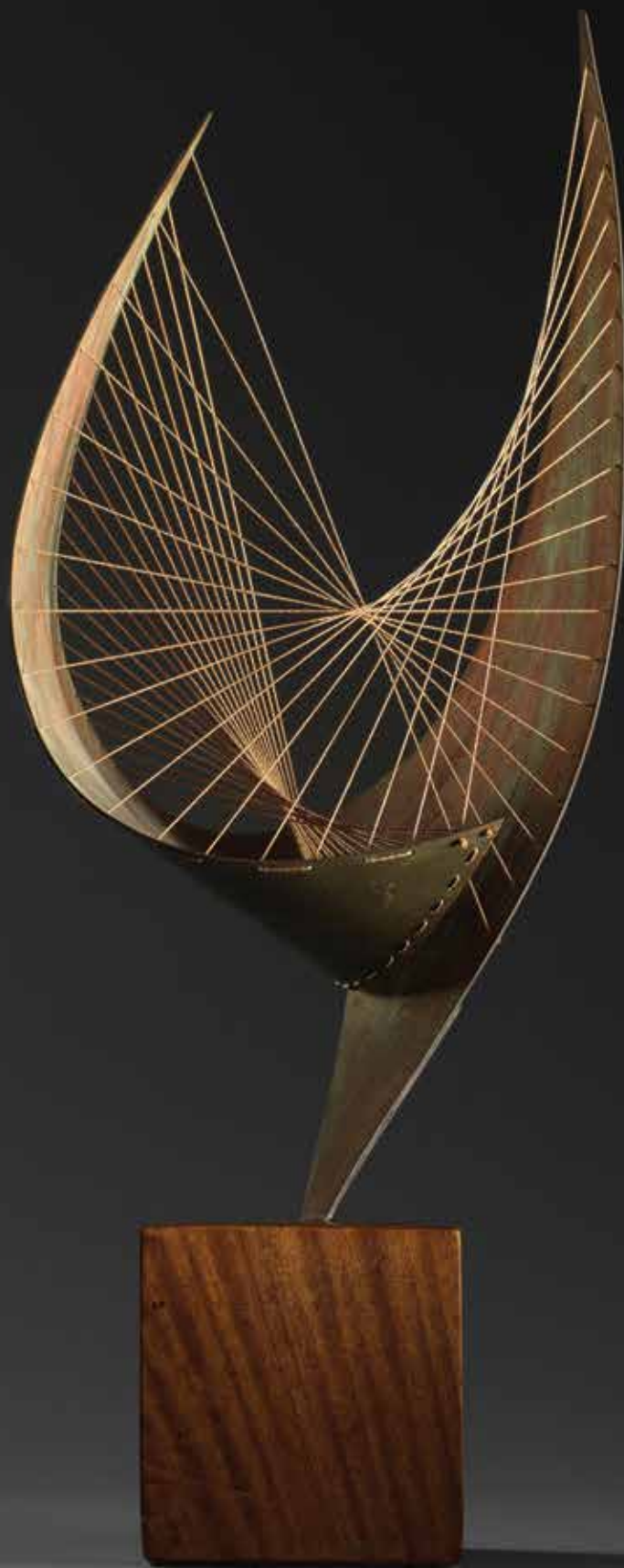
travelled to Edinburgh, National Galleries of Scotland, 9 April-2 October 2022, and St Ives, Tate, 26 November 2022-1 May 2023

Literature

Josef Paul Hodin, *Barbara Hepworth*, Lund Humphries, London, 1961, p.169, cat.no.221

Eleanor Clayton, *Barbara Hepworth: Art and Life*, Thames & Hudson, London, 2021, pp.204-205 (col.ill., another version)

We are grateful to Dr Sophie Bowness for her kind assistance with the cataloguing apparatus for the present work, which will feature in her forthcoming revised catalogue raisonné of the Artist's sculpture as cat. no.BH221.



“I found the most intense pleasure in this new
adventure in material – and revelled in the lightness
of poise and delicacy of forms”

(Barbara Hepworth)

Orpheus (Maquette 1) dates to 1956, the year in which Hepworth returned to working with metal in earnest and marks a radical departure from her thirty-year commitment to carving in stone and wood. The artist had previously explored this versatile medium as part of her involvement with the theatrical world, whereby she was employed to design the sets and costumes for the first Greek play, Sophocles' *Electra*, to be held at the Old Vic since the war in 1951. *Electra* takes place in the aftermath of the Trojan War with the god Apollo playing a key role as much of the drama unfolds before the main gate of the palace of Mycenae, with his temple on the left. Hepworth chose to render Apollo (which was made in an edition of two) in wire as she felt a normal form would dominate the stage, marking this as her first foray into metal, which allowed for spontaneous movement, giving the illusion of a three-dimensional entity drawn in space.

The concept of working with metal was becoming more prominent and, with the advancement of technology, had been embraced by younger artists associated with the 'Geometry of Fear' movement, a term coined by the prominent art critic Herbert Read in 1952 following their exhibition at the Venice Biennale. The group included Reg Butler, who had visited Hepworth's studio for a BBC radio conversation, during which she had commented 'It seems to me that it's the idea that matters, not the material. I think sculpture can be expressed in absolutely any material...each of us chooses the material which will fit an idea' (Dame Barbara Hepworth quoted in Eleanor Clayton, *Barbara Hepworth, Art and Life*, Thames and Hudson, London, 2021, p.195).

Orpheus (Maquette 1) belongs to a series of works in four versions culminating in *Theme on Electronics (Orpheus)*, one of very few commissions undertaken by Hepworth and for the firm Mullard Ltd. The principal difference between them is in their height with all made

in brass with strings and each of the first two versions conceived in an edition of eight (the present work being number 3). Hepworth created the sculpture by cutting and bending cut brass sheets, with the three points of the curved metal form held in tension by string sourced locally from fishing twine. These works were made in the studio, not a foundry, thus allowing for a more creative process in their conception and as reflected in the loosely brushed green patination of the inner surface which varies between editions, creating unique traits in each example. As recollected by her studio assistant Brian Wall, Hepworth insisted on the process of 'cold rolling', which involved repeatedly running wood over the metal to make it curl effectively, refraining from heat and then stringing by eye.

In 1954 Hepworth had travelled to Greece and this trip had a deep impact on her artistic output over the following years. The experience of visiting sites of Greek mythology as well as absorbing the landscape and ancient amphitheatres, 'the greatest man-made concavity', was profound. Orpheus was a renowned musician and poet who, according to legend, travelled with Jason and the Argonauts in search of the Golden Fleece. Orpheus' musical ability was said to be so great that he taught the god Apollo how to play the lyre and he was the inspiration for a collection of Rilke's poetry titled *Sonnets to Orpheus*. As has been noted by Eleanor Clayton, this poetry may have formed a direct inspiration for this series of works as Sonnet I opens, 'A tree ascending. O pure transcension / O Orphic song!' Hepworth described her *Orpheus* series in similar, ascending terms, stating that 'I found the most intense pleasure in this new adventure in material – and revelled in the lightness of poise and delicacy of forms which seemed nearer to the flight of birds and their form in flight rather to more gravity-bound rocks and humans (*Ibid*, p.205).





Ruth and Maurice Ash, image courtesy of the family.
Henry Moore, *Two Piece Reclining Figure No. 1*, 1959 © The Henry Moore Foundation.
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The *Orpheus* series, as well as other related works such as *Stringed Figure (Curlew)* (1956), have often drawn comparisons with birds, flight and music, combining the 'wing of a lark, the poise of an arrow, and the craft of a harp' (Sally Festing, *Barbara Hepworth, A Life in Forms*, Viking, London, 1995, p.225). In these works, Hepworth found a very effective solution to the stringed works which she had begun in 1939 at the outbreak of war. Whereas the wooden works of earlier years, which were interlaced with string provided a stable backdrop to a frontal play of line, these metal pieces were much more literally held together by the stringing. They all offer an open framework against which the stringing becomes more three-dimensional, and their relationship is not only formal (the tension of one against the other), but also meaningful, in recalling either the strings of the instrument, or the score of the song itself.

Orpheus (Maquette 1) acted as catalyst for further development in Hepworth's sculpture as she committed herself to the exploration of metal. This led to the twisting of sheets of copper to create *Forms in Movement (Galliard)* (1956), itself paving the way for *Forms in Movement (Pavan)* (1956-59). In speaking of *Galliard*, Hepworth reflected on the importance of the medium, 'Metal has an entirely different kind of structure and, as I have said, it took me nearly thirty years to find a way of using it. I needed to understand it in order to be stimulated by it. I came to enjoy its very exciting properties, experimenting with sheet metal. I bent and twisted the sheets under

tension until I found out the nature of its construction and forced it to express what I wanted by its nature and not against its nature. I worked entirely by instinct – cutting, shaping and rubbing the metal into what I wanted until the final moment of bending and twisting the whole thing. Either it worked, or all was lost. There was no possible retreat' (Sophie Bowness (ed.), *Barbara Hepworth, Writings and Conversations*, Tate Publishing, London, 2015, p.158).

Orpheus (Maquette 1) was acquired directly from Hepworth by Maurice and Ruth Ash of Dartington Hall. In the 20th Century this historic Devonian house became a mecca for creatives and free thinkers under the tenure of Leonard and Dorothy Elmhirst who acquired the property in 1925 and later established the Dartington School, a pioneering centre in alternative education. Students included Lucian and Clement Freud, Kirsty Lang and Jasia Reichardt, as well as Hepworth's own son, Simon.

Eldest and only daughter of the Elmhirst's, Ruth married Wimbledon competitor and army veteran Maurice Ash in 1947. The couple spent the early years of their marriage in Essex, where Ash founded the Harlow Arts Trust, and returned to Devon in 1962 moving to Sharpham House on the river Dart. Both Maurice and Ruth served as Trustees of Dartington, with Maurice also serving as Chairman of the Trust and as a founding member of the Henry Moore Foundation.



8 AR

EDWARD BURRA (1905-1976)

Portrait of William Chappell

signed 'Burra' (lower right)

oil on canvas

61 x 38 cm. (24 x 14 7/8 in.)

Painted in 1928

£40,000 - 60,000

€47,000 - 71,000

US\$53,000 - 80,000

Provenance

The Artist, by whom gifted to

William Chappell, thence by descent

Sale; Sotheby's, London, 15 July 2008, lot 56, where acquired by the present owner

Private Collection, U.K.

Exhibited

London, Hayward Gallery, *Edward Burra*, 1 August-29 September 1985, cat.no.16; this exhibition travelled to Southampton Art Gallery, 19 October-24 November 1985, Leeds City Art Gallery, 4 December 1985-12 January 1986, Norwich Castle Museum, 22 January-23 February 1986

London, Lefevre Fine Art, *Edward Burra 1905-1976*, May-June 2005, cat.no.1

Chichester, Pallant House Gallery, *Edward Burra*, 22 October 2011-19 February 2012, cat.no.89; this exhibition travelled to Nottingham, Djanogly Gallery, 3 March-27 May 2012

Literature

Andrew Causey, *Edward Burra: Complete Catalogue*, Phaidon Press, Oxford, 1985, cat.no.37 (ill.b&w)

Exh.cat., *Edward Burra*, Hayward Gallery in association with Arts Council of Great Britain, 1985, p.18, cat.no.16, pl.2 (col.ill.)

Jane Stevenson, *Edward Burra: Twentieth Century Eye*, Jonathan Cape, London 2007, pp.171-172

Simon Martin, *Edward Burra*, Lund Humphries in association with Pallant House Gallery, Chichester, 2011, pp.26-27, cat.no.21 (col.ill.)

William Chappell was born in Wolverhampton in 1907 and later moved to Balham, South London to become a fashion journalist. He attended Chelsea Polytechnic where he met Burra, with whom he bonded over their exceptional youth (Chappell was aged just 14, Burra 16). On leaving college, Chappell became committed to dance, performing in cabarets and classical ballet, before turning his hand to stage design, including *Swan Lake* at the Coliseum in 1947. This established his reputation but he later seized the opportunity to direct and produce and among other notable examples, was assistant director to Orson Welles on *Moby Dick* in 1955.

In the Autumn of 1925, the two young men first travelled to Paris together, a trip they repeated over the years, as well as visits further south to Cassis, Marseilles and Toulon. On these trips they, and friends, indulged their shared love of popular culture, spending time in cinemas, circuses, dance and music halls. These experiences and the abundant 'low life' of the local bars and cafes was to set Burra's art on a new course as he looked to the streets, and the characters that inhabited them, for inspiration.

The present work is an exceptional and rare oil by Burra, who is more commonly recognised as an outstanding watercolourist. Of the few known oil paintings by him the earliest dates from 1927 and the latest

1931. Andrew Causey comments "It has been suggested that he painted so little in oil because the public did not want it; because his health made oil painting difficult; and because a watercolour kit was easier to carry on his travels" (*Edward Burra, Complete Catalogue*, Phaidon Oxford, 1985, p.22). The third theory is called into question by the present work which was painted abroad in Paris. The real reason was that Burra was motivated to achieve a smooth finish that was made possible by modified watercolour paint, but virtually impossible to realise in oils.

Portrait of William Chappell was painted in 1928, at the height of their early friendship and the artist gifted the work directly to his sitter. Chappell is depicted here in an intimate head and shoulders arrangement, dressed formally in a suit and rendered in warm, earthy tones. The artist has focussed his efforts on the face of his beloved friend, rather than his clothes or surroundings which are described more loosely, and he is shown composed, with a striking blue gaze and chiselled jawline. It is recorded that 'Billy' treasured this painting all his life, hanging it in his dining room.

We are grateful to Professor Jane Stevenson for her assistance in cataloguing this lot.



9 AR

EDWARD BURRA (1905-1976)

Salome, Herod & Herodias, & St. John the Baptist's Head
stamped with signature 'E.J. Burra' (lower left)

pencil, watercolour and gouache

80.3 x 85 cm. (31 5/8 x 33 3/8 in.)

Executed circa 1968-69

£60,000 - 80,000

€71,000 - 95,000

US\$80,000 - 110,000

Provenance

With The Lefevre Gallery, London, 1969, where acquired by the family
of the present owner

Private Collection, U.K.

Exhibited

London, The Tate Gallery, *Edward Burra*, 23 May-8 July 1973,

cat.no.135

Literature

Burlington Magazine, Volume 111, Number 795, June 1969, p.402

John Rothenstein, *Edward Burra*, Tate Gallery, London, 1973, p.100,
cat.no.135

Andrew Causey, *Edward Burra: Complete Catalogue*, Phaidon Press,
Oxford, 1985, cat.no.350 (ill.b&w, titled *Salome, Herod, Herodias and
the Head of St John the Baptist*)

Salome, Herod & Herodias, & St. John the Baptist's Head, perhaps more so than any other piece by the artist, draws Burra's many varied interests together in one work. The watercolour was executed late in the artist's life and is an anomaly amongst the landscape paintings produced in the 1960s. The art historian Andrew Causey describes the sixties as a period where Burra turns towards a British Neo-Romanticist style. The luscious forest backdrop of this piece, executed with Burra's unparalleled precision, showcases the influence of the Neo-Romantics, particularly Paul Nash, on the artist's work in that decade. Whilst the setting of the work is typical of the artist's later pieces, the present work, with its biblical and operatic focus, refers back to the type of subject matter that occupied the artist in the 1950s. Burra had previously painted *Salome* in 1950, and his return to the same scene almost twenty years later illustrates the enduring fascination that the artist had with the subject.

It is unsurprising that a tale as macabre as *Salome* appealed to Burra, given his notorious pre-occupation with 'evil', which is outlined in Sir John Rothenstein's introduction to the Tate retrospective held in 1973. The tale of *Salome* was first described in the Gospels of Mark and Matthew, which both outline the events that culminated in the beheading of John the Baptist. Herod's wife, Herodias, despises John for his insinuation that her marriage is unlawful, due to the fact that she was previously married to Herod's half-brother. At Herod's birthday, Herodias's daughter *Salome* dances for Herod, and pleases him to the extent that he agrees to grant her one wish. *Salome's* wish is for John the Baptist's head on a platter, a demand to which Herod unwillingly agrees. The story of *Salome* formed the basis of an opera by Strauss, which was premiered in 1905 at the Königliches Opernhaus. As a great lover of theatre, opera and ballet, in all its iterations, Burra would

no doubt have been a fan of Strauss's *Salome*. Its tragic plot, in combination with the dark sensuality of *Salome's* 'Dance of the Seven Veils', would have appealed to Burra, whose depictions of women were often tinged with an undercurrent of threat.

In his mention of *Salome, Herod & Herodias, & St. John the Baptist's Head* in the June 1969 issue of *The Burlington Magazine*, Keith Roberts notes the influence of Aubrey Beardsley on the present work. Beardsley and Burra were frequently compared by critics, in part because of the similarities between the artists bold line work, but largely due to the parallels between their portrayals of women, which are described by Causey as being depicted by both artists with a combination of adulation and fear. Burra's presentation of *Salome*, however, is not one of fear but rather one of power. The plain white figure, with arm outstretched, stands out from her pastoral surroundings, which are rendered with the minute attention to detail that sets Burra apart as such a notable draughtsman. The present lot is part of a long tradition of artists depicting *Salome*, including Titian, Caravaggio and Filippo Lippi, and holds its place amongst these works as a unique instance where the artist does not judge the actions of *Salome* as either good or evil, but presents them to the viewer without censure. *Salome* here is not an innocent maiden who has been corrupted, as she is in Strauss's opera, but is a figure in command. This watercolour is a beautifully detailed painting, that draws upon Burra's fascination with biblical subjects, theatre and violence, incorporating them into a single striking image.

We are grateful to Professor Jane Stevenson for her assistance in cataloguing this lot.



10 AR

EDWARD BURRA (1905-1976)

The Riot

stamped with signature 'E.J. Burra' (lower left)

pencil, watercolour and gouache

78.5 x 110.6 cm. (30 7/8 x 43 1/2 in.)

Executed in 1948-50

£100,000 - 150,000

€120,000 - 180,000

US\$130,000 - 200,000

Provenance

The Artist

Lady Ritchie of Dundee, Rye

With The Lefevre Gallery, London, 22 October 2001, where acquired
by the present owner

Private Collection, U.K.

Exhibited

London, The Lefevre Gallery, *Edward Burra, Paintings from America*,
March-May 1980, cat.no.10

London, Hayward Gallery, *Edward Burra*, 1 August-29 September
1985, cat.no.111; this exhibition travelled to Southampton Art Gallery,
19 October-24 November 1985, Leeds City Art Gallery, 4 December
1985-12 January 1986, Norwich Castle Museum, 22 January-23
February 1986

London, The Lefevre Gallery, *An Exhibition of Works by Edward Burra*
(1905-1976), November-December 1987, cat.no.15

London, Olympia Fine Art Fair, *Edward Burra, a Loan Exhibition*, 27
February-4 March 2001, cat.no.32

Chichester, Pallant House Gallery, *Edward Burra*, 22 October 2011-
19 February 2012, cat.no.89; this exhibition travelled to Nottingham,
Djanogly Gallery, 3 March-27 May 2012

Literature

William Chappell (ed.), *Edward Burra: A Painter Remembered by*
his Friends, Andre Deutsch in association with The Lefevre Gallery,
London, 1982, p.89 (ill.b&w)

Andrew Causey, *Edward Burra: Complete Catalogue*, Phaidon Press,
Oxford, 1985, cat.no.192 (ill.b&w)

Exh.cat., *Edward Burra*, Hayward Gallery in association with Arts
Council of Great Britain, 1985, p.44, cat.no.111, pl.22 (col.ill.)

Jane Stevenson, *Edward Burra: Twentieth-Century Eye*, Jonathan
Cape, London, 2007, p.354

Simon Martin, *Edward Burra*, Lund Humphries in association with
Pallant House Gallery, Chichester, 2011, p.96, cat.no.89 (col.ill.)



“Edward Burra is a serious artist working with serious themes. What Burra is trying to do ... is not to select and record some single aspect of the modern tragedy, but to digest it whole and transform it into something of permanent aesthetic significance.”

(Osbert Lancaster)

Edward Burra's *The Riot*, executed towards the end of the 1940s, does not depict a particular religious or political moment, but instead is an expression of the human condition in the wake of the Spanish Civil War and Second World War. The art historian John Rothenstein, in his description of a visit to Burra's home towards the end of the artist's life, described how his work grew darker in the wake of World War Two, as he sought to express 'his agonised awareness of the dark tide of savagery that was transforming the world as he had known it'. As such, *The Riot* is a more general thematic exploration of the nature of evil than the specific depictions of the two conflicts that Burra produced between 1936 and 1945. Rendered in the distinctive bold palette that is typical of Burra, the mob depicted in the present work is on the edge of violence, but the target of their anger is unknown. As a result, the actions of the crowd are presented without the artist taking a moral stance. This neutrality is typical of Burra, who in the words of John Rothenstein, shows evil 'simply as evil, without comment'.

In her book *Edward Burra: Twentieth-Century Eye*, Jane Stephenson places *The Riot* within a more autobiographical than thematic context, describing it as a scene that 'represents one of Burra's personal nightmares, since he loathed being in any kind of crowd at any time'. After contracting pneumonia as a child, Burra's health sharply declined, and he suffered from numerous medical difficulties for the rest of his life. Due to his ill health, Burra led a quiet life, particularly in his later years, which he spent in the small Sussex town of Rye.

The overwhelming nature of this horde of people, which dominates the composition and stretches beyond the edges of the sheet, is at odds with the sequestered life that Burra led. The sheer number of individuals depicted in the work, each with their own distinctive expression, showcases Burra's mastery of watercolour as a medium.

When he painted, Burra rarely titled works, and had to be pressed to name his pieces when they were taken for exhibitions. The artist's reluctance to title the works stemmed from an unwillingness to be forced into over explaining the meaning of his pictures. Burra's process of painting contained what Rothenstein describes as an 'unconscious' element, which is encapsulated by the dreamlike nature of *The Riot*. It is this unconscious element to the pieces that often leads Burra to be labelled as a Surrealist. Although Burra was never part of a specific artistic group, and was reluctant to be defined as a Surrealist, he was fascinated by the movement. The arched windows of the buildings which form the background of the present lot are reminiscent of Giorgio de Chirico, and show the influence that the artist had on Burra. As a result, *The Riot* provides a unique snapshot of Burra's thematic concerns, personal history, and stylistic influences, in one masterfully executed piece.

We are grateful to Professor Jane Stevenson for her assistance in cataloguing this lot.



11 * AR

JOHN MINTON (1917-1957)

Hop-Pickers

signed and dated 'John Minton 1945' (lower left)

watercolour, gouache, pastel and pen and ink

28 x 38.1 cm. (11 x 15 in.)

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

Provenance

Private Collection, Ireland, since the 1960s

Minton's *Hop-Pickers* is a superb example of the wave of Neo-Romanticism that came with force in the 1940s, and illustrates well how this new generation built on – and broke away from – the foremost initial influence, Graham Sutherland. Executed in 1945, on the eve of a bitterly longed-for peace in Europe, it captures Minton's quite particular atmospheric style of a bitter-sweet appreciation of the ephemerality of nature and of beauty. The harvest is an especially suitable motif in this regard: the brief flowering, the yielding of fruit to be worked for and savoured, before the retreat into winter.

Hop-Pickers came with a twin, currently in The Ingram Collection, *The Hop Pickers* (1945). Of the same size and medium, where the present work depicts three women seated, finely separating the bunches of hops, the sister picture depicts the previous stage; three men, one up a ladder, removing the bunches from the plant itself. Both employ an

engaging dynamic between a somewhat flattened picture plane given depth by the loosely implied, receding vines. The vines are particularly archetypal in brushwork of Neo-Romanticism, but the flat blocks that layer the ground signify a departure from Minton's influences.

Living with Glasgow born Robert MacBryde and Robert Colquhoun at this point, Minton would move in with Keith Vaughan the following year, and they would have a mutual impact on each other's artistic development. The harvest was a subject that Vaughan would replicate several times in the next two or three years, notably in *Climbing Figures* (1946, Private Collection), perhaps the most reminiscent of the present work in its general arrangement and depiction of the human figure, *In the Orchard* (1946, Private Collection) and *Man Gathering Fruit* (1948, Private Collection).



12

ERNEST PROCTER (1886-1935)

The Dancers

signed and dated 'Ernest Procter 27' (lower right)

oil on canvas

51.3 x 61.3 cm. (20 1/8 x 24 1/8 in.)

£20,000 - 30,000

€24,000 - 36,000

US\$27,000 - 40,000

Provenance

Private Collection, U.K.

Exhibited

London, The Leicester Galleries, *Ernest Procter Memorial Exhibition*, January 1936, cat.no.31

Please note that there is an additional painting of a landscape, verso.



(verso)

Ernest Procter, though born and raised in Tynemouth, Northumberland, is quintessentially a Cornish artist; the area featuring prominently throughout his work. After studying at Leeds School of Art in the late 1890s, Procter enrolled at Stanhope Forbes' School of Painting in Newlyn, where he would meet his future wife, Doris 'Dod' Shaw (1890–1972). The pair were among Forbes' most accomplished pupils.

In 1910, Procter moved to Paris to study at the Atelier Colarossi, where he encountered and was influenced by several leading artists of the day, including Pierre-Auguste Renoir and Paul Cézanne. He and Dod married in 1912 and remained in France with their son Bill, born the following year, until the end of the First World War. A committed Quaker, raised in a staunchly Quaker household, Procter was a conscientious objector. Nonetheless, he contributed to the war effort by serving with the Friends Ambulance Service under the British Red Cross Society, working as an orderly in Dunkirk and providing essential care to the wounded and their families.

After the war, both Dod and Ernest were commissioned to decorate the newly built Kokine Palace in Rangoon (now Yangon), Burma, for the Honourable Lim Ching Tsong. Assisted by Burmese, Indian, and Chinese craftspeople, the Procters adorned the palace walls with richly coloured murals of East Asian landscapes, rendered in tones of blue, green, and gold, and clearly reflective of their Post-Impressionist influences.

By 1920, the couple had returned to Cornwall, eventually settling in North Corner, a cottage in Newlyn. Around this time, Procter and his friend and fellow artist Harold Harvey (1874–1971) founded their own art school in Newlyn, which they ran together until the mid-1920s. Among their students was Phyllis Mary (Billie) Waters (1896–1979), who later became Procter's apprentice. By this stage, Procter's artistic approach had evolved into the polished, neoclassical style that he is known for.

The present work, titled *The Dancers*, exemplifies this approach; a balance of classicism, a sensitivity to the Cornish landscape, and a refined sense of design. The painting depicts a young couple entwined against a backdrop of rolling green hills, beneath a tree from which the young man's jacket is hung. The figures' symmetrical posture mirrors the contours of the hills behind them, while their interwoven limbs form an endless figure-of-eight, even their fingers intricately enmeshed at the composition's centre. As was the case in many of Procter's paintings, the pursuit of design sometimes led him to pose his figures in slightly unnatural or constrained positions.

Procter's chosen colour palette for this painting also reflects his considered and deliberate approach to design. The young woman's vivid crimson shirt, positioned at the heart of the composition, creates a striking contrast with the natural greens and browns of the landscape. This deliberate focal point guides the viewer's eye outward along the rhythm of the entwined limbs and into the broader space beyond, an effective aesthetic decision. Critics such as J. Wood Palmer would later praise Procter's 'flawless sense of design' and the 'rhythm and strange detached purity and grace' of his work, qualities very much evident in *The Dancers* (J. Wood Palmer, *The Studio*, 1945, pp.43-47).





13

ALFRED WALLIS (1855-1942)

Two Sailing Ships and a Steamer
signed 'A WALLIS' (upper right)
oil and pencil on card
27 x 33.8 cm. (10 5/8 x 13 1/4 in.)

£12,000 - 18,000

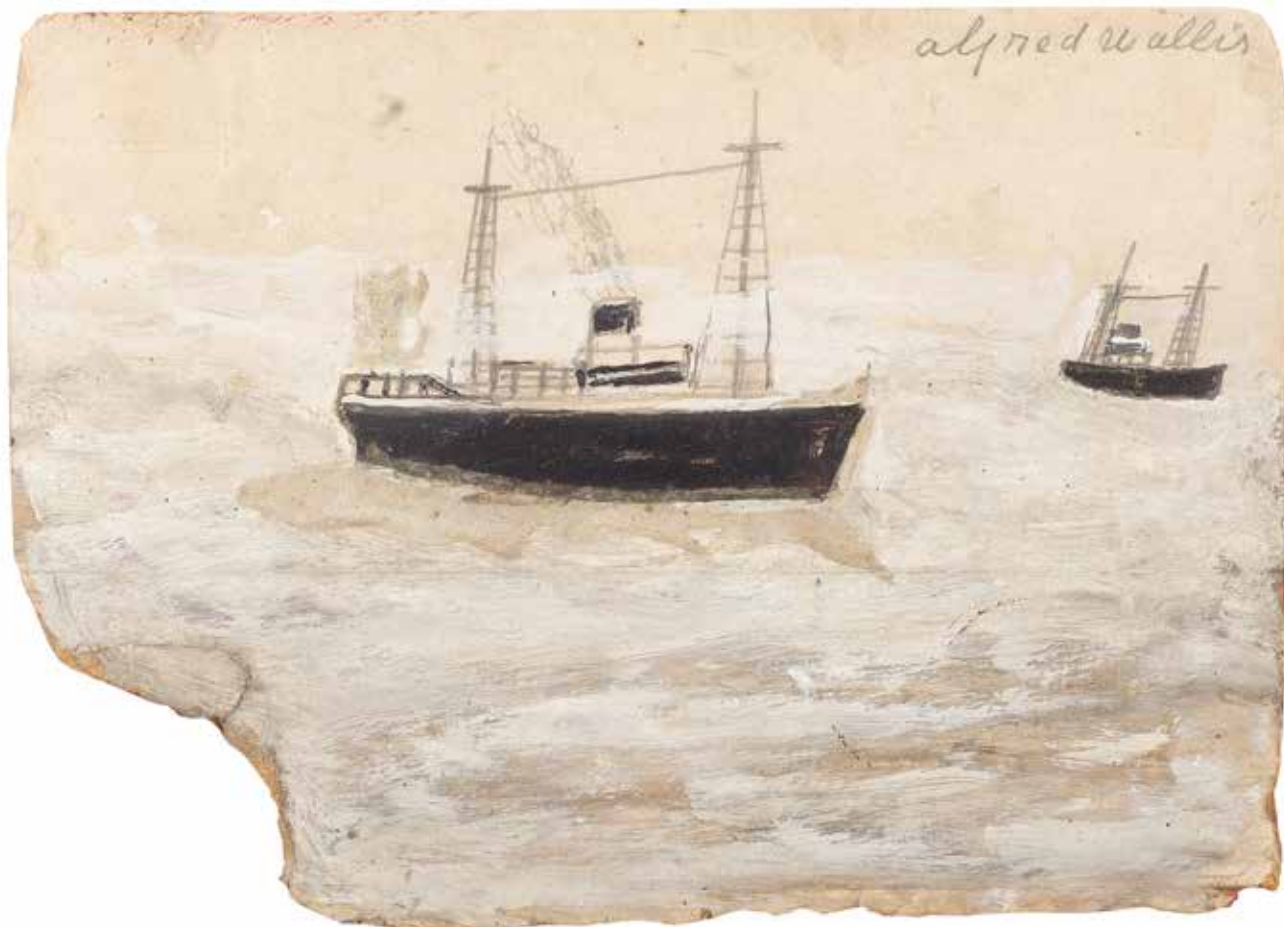
€14,000 - 21,000

US\$16,000 - 24,000

Provenance

Purchased by the previous owner circa 1968
Their sale; Christie's, London, 5 March 1999, lot 49 (as *Ships and Lighthouse*), where acquired by the present owner
Private Collection, U.K.

We are grateful to Robert Jones, author of *Alfred Wallis: Artist and Mariner*, for his assistance in cataloguing this lot.



14

ALFRED WALLIS (1855-1942)

Trawlers Going out to Sea

signed 'alfred wallis' (upper right)

oil and pencil on card

15.8 x 22.9 cm. (6 1/4 x 9 in.) (irregular)

£20,000 - 30,000

€24,000 - 36,000

US\$27,000 - 40,000

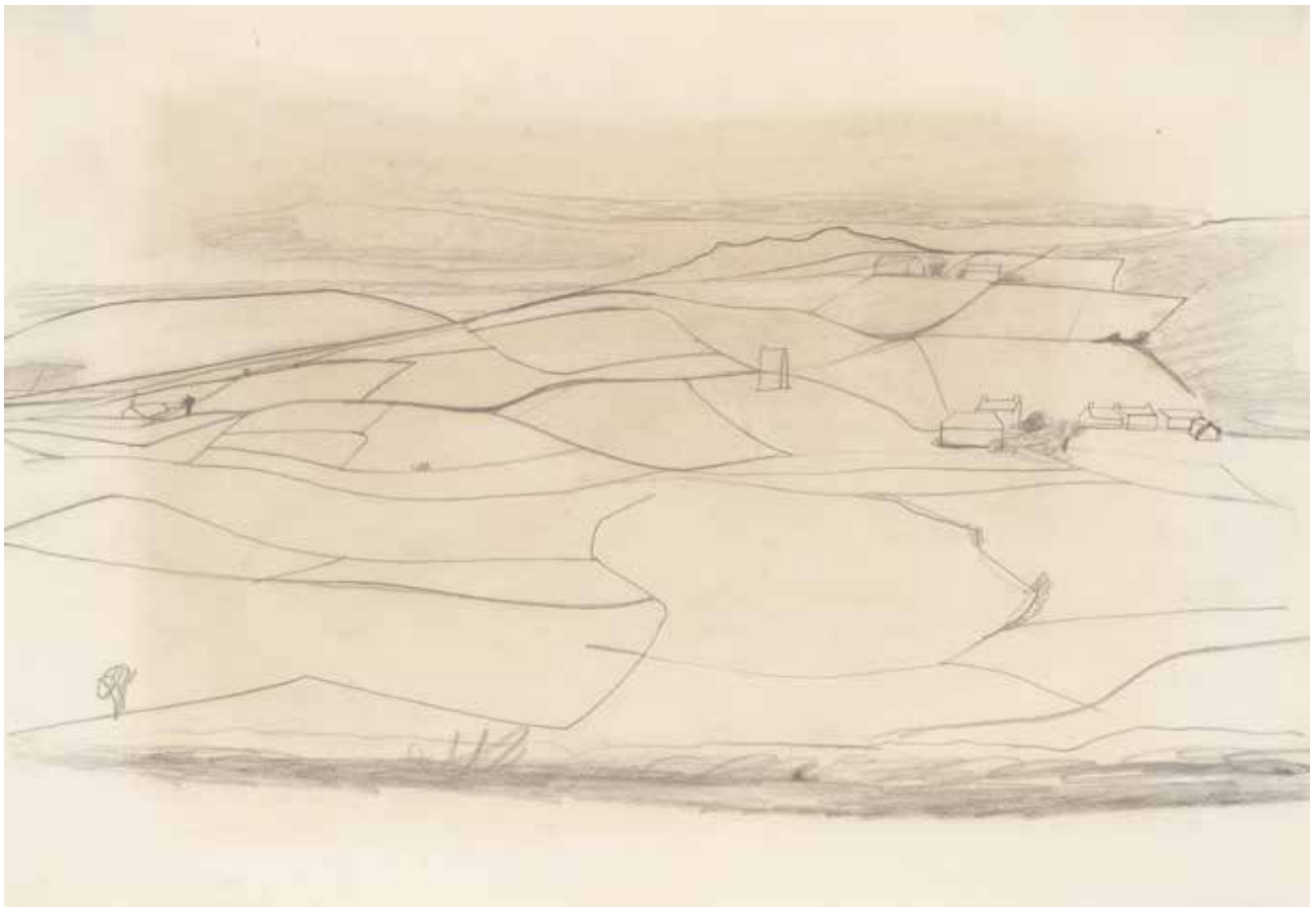
Provenance

H.S. 'Jim' Ede

Dr Dallas Doxford

His sale; Christie's, London, 8 June 2007, lot 25, where acquired by the present owner

We are grateful to Robert Jones, author of *Alfred Wallis: Artist and Mariner*, for his assistance in cataloguing this lot.



15 AR

BEN NICHOLSON O.M. (1894-1982)

July 4 1949 (Chytton)

signed, titled and dated 'Chytton July 4-49 Ben Nicholson' (verso)

pencil and wash

35.4 x 50.6 cm. (13 7/8 x 19 7/8 in.)

£6,000 - 8,000

€7,100 - 9,500

US\$8,000 - 11,000

Provenance

Lydia Bond Powell, circa 1950

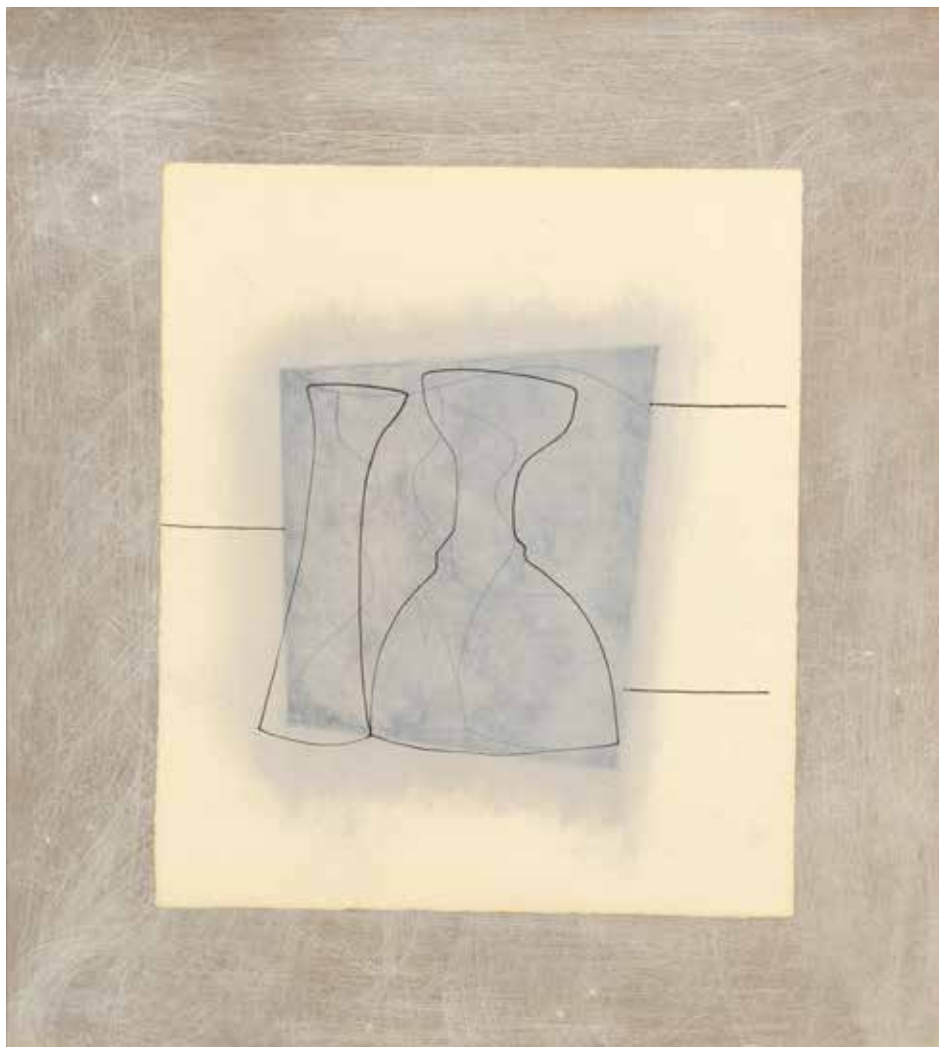
Sale; Skinner, Boston, 2 March 2007, lot 700

Literature

Herbert Read (int.), *Ben Nicholson: Works Since 1947*, Lund

Humphries, London, 1956, cat.no.12 (ill.b&w, as *July 1949 (Chytton)*)

We are grateful to Dr Rachel Smith and Dr Lee Beard for their assistance in cataloguing this lot.



16 * AR

BEN NICHOLSON O.M. (1894-1982)

1970 (Goblet & Glass)

signed, titled and dated 'NICHOLSON/1970/(goblet & glass)' (on the artist's prepared backboard)

pen and ink, pencil and oil wash on paper laid on the artist's prepared backboard

53.6 x 49.2 cm. (21 1/8 x 19 3/8 in.) (including the artist's prepared backboard)

£8,000 - 12,000

€9,500 - 14,000

US\$11,000 - 16,000

Provenance

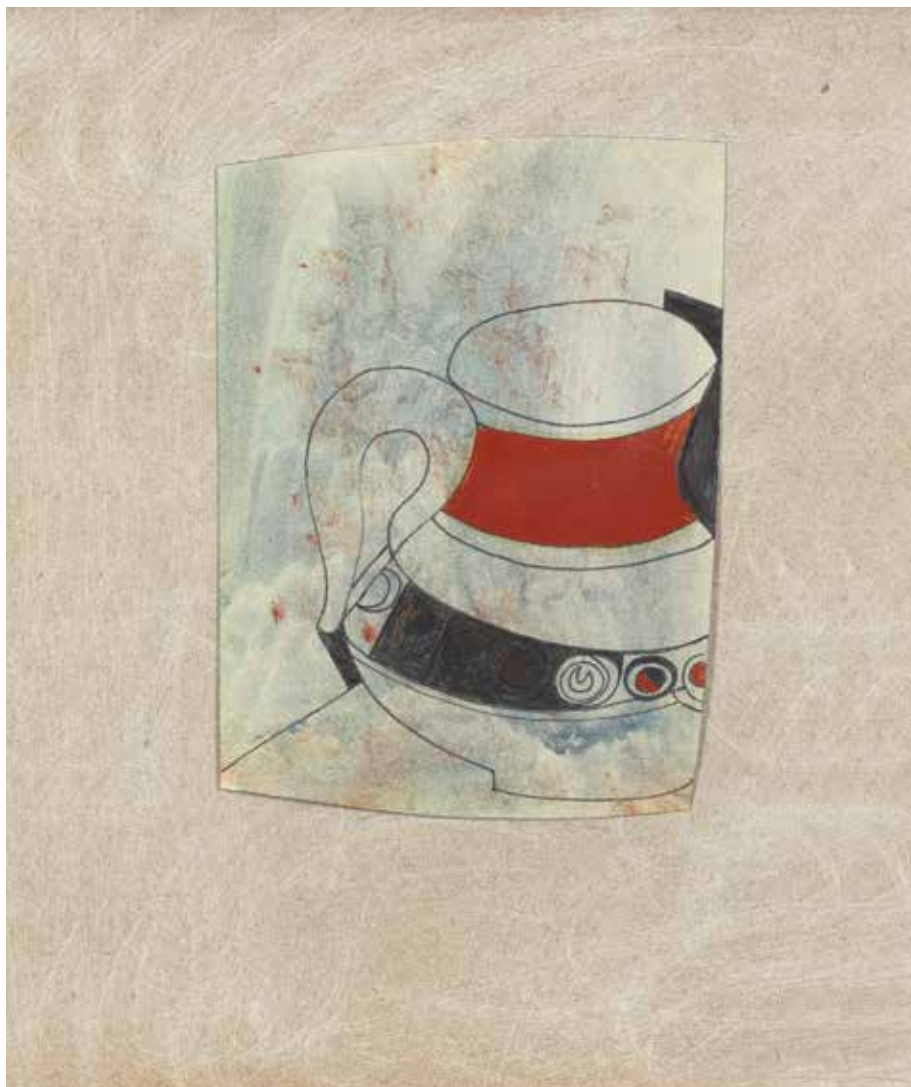
With Marlborough Gallery, London, where acquired by Grandini Collection, Lugano

Thence by descent to the present owner

Exhibited

London, Marlborough Gallery, *Ben Nicholson: Drawings*, June-July 1970, cat.no.6

We are grateful to Dr Rachel Smith and Dr Lee Beard for their assistance in cataloguing this lot.



17 * AR

BEN NICHOLSON O.M. (1894-1982)

Moon Jug, May 1978

signed with initials, further signed, inscribed and dated 'reserved by BN/May 78 Nicholson (moon jug)' (verso)
pen and ink, gouache, pastel and oil wash on paper laid on the artist's prepared backboard

32.8 x 27.3 cm. (12 7/8 x 10 3/4 in.) (including the artist's prepared backboard)

£7,000 - 10,000

€8,300 - 12,000

US\$9,300 - 13,000

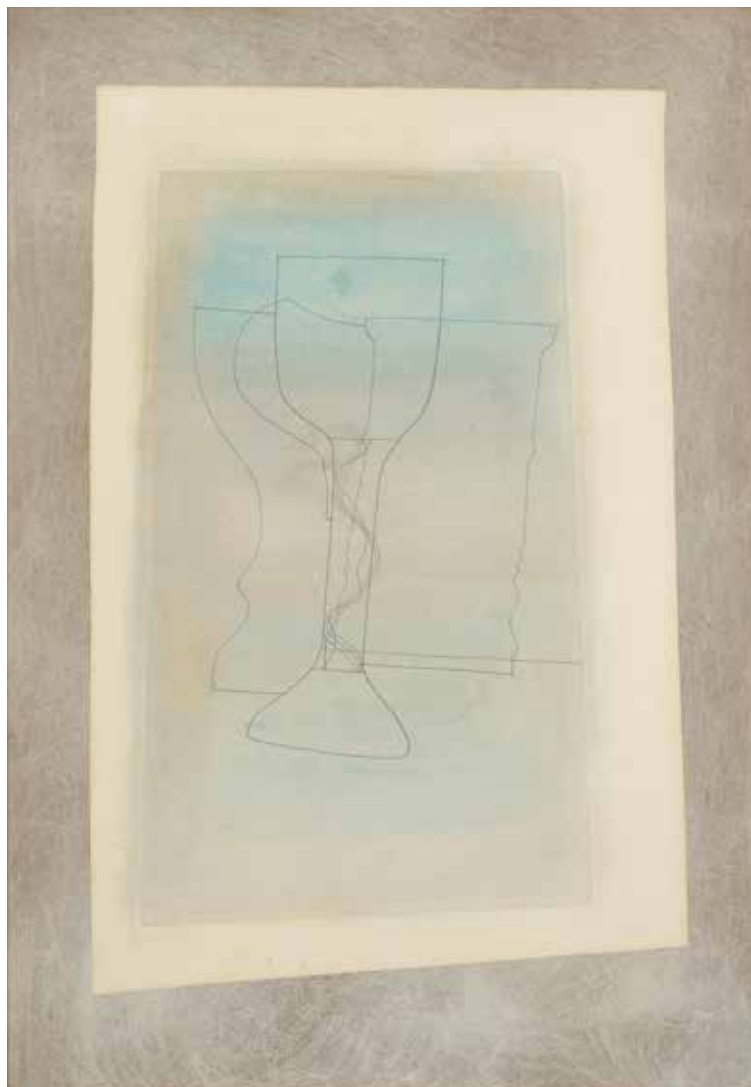
Provenance

With Waddington Galleries, London, where acquired by Grandini Collection, Lugano
Thence by descent to the present owner

Exhibited

London, Waddington Galleries, *Ben Nicholson: Recent Paintings on Paper*, 4-28 October 1978, cat.no.16 (col.ill.)

We are grateful to Dr Rachel Smith and Dr Lee Beard for their assistance in cataloguing this lot.



18 * AR

BEN NICHOLSON O.M. (1894-1982)

1970 (Goblet with Blue)

signed, inscribed and dated '(goblet with blue)/Nicholson/1970' (verso); further signed, titled and dated again 'NICHOLSON/1970/ (GOBLET WITH BLUE)' (on the artist's prepared backboard)
pencil and oil wash on paper laid on the artist's prepared backboard
60.6 x 43 cm. (23 7/8 x 16 7/8 in.) (including the artist's prepared backboard)

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

The Artist's Studio, where acquired by
Grandini Collection, Lugano
Thence by descent to the present owner

We are grateful to Dr Rachel Smith and Dr Lee Beard for their
assistance in cataloguing this lot.



19 AR

PATRICK HERON (1920-1999)

MINI FEBRUARY VI : 1974

signed, titled and dated 'PATRICK HERON/MINI FEBRUARY VI : /1974 (verso); further signed, titled and dated again 'PATRICK HERON/MINI FEBRUARY VI : 1974' (on the backboard)

gouache

18.2 x 23.7 cm. (7 1/8 x 9 1/4 in.)

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

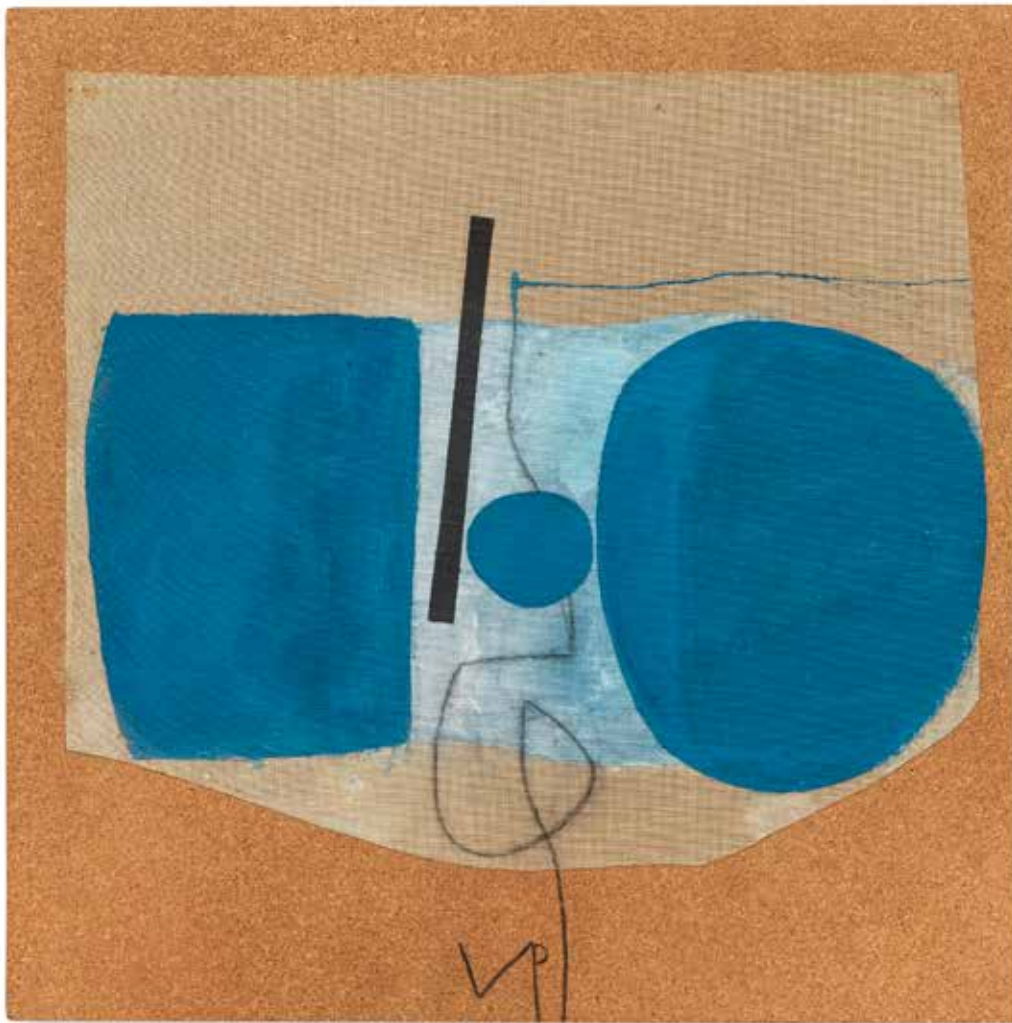
The Artist, May 1974, from whom acquired by the family of the present owner

Private Collection, U.K.

The first owner of this work noted in a diary entry of 9 May 1974 '6:45 am St Ives. No papers owing to strike. Wet and windy much of the day. Beth [McWilliam] and I shopped and we all went to the Heron's house - Eagles Nest, at Zennor. This in a wonderful situation among rocks of great complexity and solidity. They have an extra dimensional quality. I began to understand the feeling men had for megaliths. Patrick's pictures also take on a new dimension seen in a house and not a gallery. I bought a little one, gouache, stuck on to canvas. Makes me think of St Ives harbour and a honed cairn'.

We are grateful to Dr Andrew Wilson for his assistance in cataloguing this lot.

The Patrick Heron Trust is in the process of researching the forthcoming catalogue raisonné of the artist's work and would like to hear from owners of any works by Patrick Heron, so that these can be included in this comprehensive catalogue. Please write to the Patrick Heron Trust, c/o Modern British and Irish Art, Bonhams, 101 New Bond Street, London W1S 1SR or email britart@bonhams.com.



PROPERTY FROM AN IMPORTANT EUROPEAN COLLECTION

20 * AR

VICTOR PASMORE R.A. (1908-1998)

Untitled

signed with initials 'VP' (lower centre)

oil and charcoal on canvas laid on board, on a painted backboard

77 x 77 cm. (30 3/8 x 30 3/8 in.) (the central board)

121.8 x 121.8 cm. (47 7/8 x 47 7/8 in.) (including the painted backboard)

Executed in 1982

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

Provenance

The Artist, from whom acquired by the family of the present owner
Private Collection, Italy

Exhibited

Rome, 2RC Edizioni d'arte, *Victor Pasmore: Opere Originali in Tecnica Mista*, 2003



VARIOUS PROPERTIES

21 * AR

DENIS MITCHELL (1912-1993)

Veryan

signed with initials, numbered and dated 'DAM/75/3' (at the base of the bronze)

part-polished bronze with a green patina on a slate base

46 cm. (18 1/2 in.) high (including the base)

The present work is number 3 from an edition of 7

£8,000 - 12,000

€9,500 - 14,000

US\$11,000 - 16,000

Provenance

With Alwin Gallery, London, 5 July 1980, where acquired by

Collection of Mr and Mrs William M.E. Clarkson

Their sale; Cottone Auctions, Buffalo, 3 October 2020, lot 58, where

acquired by the present owner

Private Collection, Ireland

Exhibited

London, Crane Kalman Gallery, *Denis Mitchell: Selection of Sculptures and Reliefs*, 9 October-1 November 1986, cat.no.11 (another cast)

Another cast from this edition is in the collection of the Glynn Vivian Art Gallery, Swansea.

We are grateful to the Artist's Estate for their assistance in cataloguing this lot.



22 AR

LYNN CHADWICK C.B.E., R.A. (1914-2003)

Sitting Couple on Base V

stamped with monogram and numbered '77 702S 4/8' (to the rear)
part-polished bronze with a black patina

21.6 cm. (8 1/2 in.) wide

Conceived in 1975 and cast in 1979 by Lypiatt Foundry

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

Provenance

Sale; Strauss & Co, Johannesburg, 12 November 2018, lot 273

With D&B Art, Kent

With Frederick Charles Art, Wallington

Private Collection, U.K.

Exhibited

Londonderry, Keys Gallery, *Lynn Chadwick*, March 1979 (another cast);
this exhibition travelled to Dublin, David Hendriks Gallery, April 1979,
Belfast, Arts Council Gallery, July-September 1979 and Thornbury,
Stokefield House, April-May 1979

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick Sculptor, With a Complete Illustrated Catalogue 1947-2003*, Lund Humphries, Farnham, 2014, p.314, cat.no.702S (ill.b&w, another cast)

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor, With a Complete Illustrated Catalogue 1947-2005*, Lund Humphries, Aldershot, 2006, p.308, cat.no.702S (ill.b&w, another cast)

Dennis Farr & Éva Chadwick, *Lynn Chadwick Sculptor, With a Complete Illustrated Catalogue 1947-2003*, Lund Humphries, Farnham, 2014, p.314, cat.no.702S (ill.b&w, another cast)

We are grateful to Sarah Chadwick for her assistance in cataloguing this lot.

23 AR

IVON HITCHENS (1893-1979)

Forgotten Orchard with Grass Going to Seed, No 3
signed 'Hitchens' (lower left); further signed, titled and dated
"Forgotten orchard with grass going to seed"/No 3. 1970/by IVON
HITCHENS' (on an artist's label attached to the stretcher)
oil on canvas
40.8 x 74.5 cm. (16 1/8 x 29 3/8 in.)

£18,000 - 25,000

€21,000 - 30,000

US\$24,000 - 33,000

Provenance

Private Collection, U.K.

In 1955, in his monograph for *The Penguin Modern Painters*, fellow artist Patrick Heron wrote that 'for Hitchens, colour is light, and light is space'; a notion that remained true throughout Hitchens' career. Painted in 1970, the present work emerged during a highly productive period for Hitchens, and by this time he was at the peak of his artistic powers and enjoying widespread recognition, not only from his peers, but also from the broader art establishment. His retrospective at the Tate Gallery in 1963 was a pivotal moment in his career, marking his 70th birthday and affirming his status as a leading figure in British modernism.

Success enabled him, among other things, to acquire an old, forgotten orchard on the edges of his beloved and often-painted woodland, adding to his ever-growing West Sussex property, which by his death in 1979 covered around 24 acres of land surrounding the Hitchens' home Greenleaves, situated near Petworth in the vicinity of the rolling South Downs. This newly acquired spot provided a whole new domain for Hitchens to explore pictorially, with its own unique atmosphere and lyrical potential.

Colour, movement and texture fill every inch of this painting, leaving almost no exposed canvas bare; it is completely saturated with visual energy. We can almost hear the rustle of the wind through the leaves of the fruit trees, behind the swathes of grasses bowing in the breeze, the yellow ragwort glowing beneath, and the thicket of brambles closing in on the left. Hitchens had a remarkable ability to capture the *genius loci* – the unique spirit – of his West Sussex surroundings. His adeptness at distilling the character of the landscape into such expressive arrangements of colour, space, and rhythm are plain to see in this work, the third in a series depicting the newly acquired orchard.

We are grateful to Peter Khoroché for his assistance in cataloguing this lot.



24 AR

IVON HITCHENS (1893-1979)

A Boat, Water and Dark Distance

signed 'Hitchens' (lower left); further signed, titled and dated "'a Boat, Water and Dark Distance"/1961/by Ivon Hitchens' (on an artist's label attached to the stretcher)

oil on canvas

41.6 x 109.7 cm. (16 3/8 x 43 1/4 in.)

£20,000 - 30,000

€24,000 - 36,000

US\$27,000 - 40,000

Provenance

With Waddington Galleries, London, where acquired by the family of the present owner

Private Collection, U.K.

The original owner of *A Boat, Water and Dark Distance* noted in their diary entry of the 7th October 1965: 'Thursday, 10:30pm. Lovely day in London, all shopping accomplished. Delicious lunch with V. and all her chatter and news. Then, with Beth [McWilliam], sales pressure from Leslie Waddington re Ivon Hitchens. One beauty which would do v. well but expensive. Hard to decide. It is lyrical, as L.W. said, it is also a glowing jewel. And in my life, rowing boats have always meant happiness! It is of Sussex, I might even go to him and see the exact spot. The brushwork is decisive, like Chinese calligraphy. It is stripped of superfluities.'

Anyone who has ever truly looked at a work by Hitchens will have recognised the vital role played by his brushwork. Hitchens did not favour any one kind of paintbrush over another. Often with over a hundred different brushes on the go at any one time (he would keep them in a large bucket of water to stop them drying out, before eventually cleaning them), Hitchens would freely alternate between broad, coarse decorator's brushes, and the finest-tipped sables. Even the wooden handle of a brush might be used to score into the wet paint, revealing the canvas beneath or adding new textural lines.

This technique can be seen in the present work, particularly in the sparing way he has defined the boat in the foreground, allowing it to stand in contrast to the wide, expressive strokes used for the sky and surrounding foliage.

A Boat, Water and Dark Distance also showcases perfectly Hitchens' masterful use of negative space. The bare white of the primed canvas serves to punctuate the deeply pigmented, precisely placed brushstrokes, enhancing the composition as a whole. This approach prevents the colours from becoming muddled while allowing for dynamic fusion where intended. The result is a delicate balance that encourages the viewer to consider each element individually: the dark, brooding sky, the rustling trees, and the still waters beneath the gently floating boat.

We are grateful to Peter Khoroché for his assistance in cataloguing this lot.



25 AR

IVON HITCHENS (1893-1979)

Fisher's Pool

signed and dated 'Hitchens 70' (lower right); further signed, inscribed and dated again "'Fisher's Pool"/1970/by IVON HITCHENS' (on an artist's label attached to the stretcher)

oil on canvas

44.8 x 85.7 cm. (17 5/8 x 33 3/4 in.)

£18,000 - 25,000

€21,000 - 30,000

US\$24,000 - 33,000

Provenance

With Waddington Galleries, London, where acquired by

Dr. R.W. Hey

Sale; Bonhams, London, 10 June 2015, lot 91, where acquired by the present owner

Private Collection, U.K.

Though painting was undoubtedly the driving passion of Hitchens' life, drawing him outdoors in all weather, he occasionally made time for other diversions. For him, fishing provided the perfect excuse to sit and observe a chosen body of water for hours on end. The pursuit of fishing was secondary; he always used an unbarbed hook to ensure any catch could be returned unharmed. This pastime aligned seamlessly with his lifelong fascination for painting the captivating play of light across water and contrasted with the colour and shadow of nearby trees and foliage; elements beautifully captured in *Fisher's Pool*.

The present work reflects Hitchens' steady progression toward greater abstraction, his ongoing pursuit, as Peter Khoroché so aptly put it, of a 'maximum of expression by the minimum of means' (*Ivon Hitchens*, Lund Humphries, 2014, p. 171). In his final years, Hitchens pushed this economy of gesture and reduction of form to their furthest limits, the culmination of a lifetime of experimentation and refinement. The brushwork, paint texture, and colour all take on heightened significance, bearing an increasingly distant relationship to the original subject, yet still fundamentally rooted in the landscape.

The painting was originally acquired from Waddington Galleries by the esteemed geologist Dr Richard William Hey, whose most significant work involved tracing and reconstructing the ancient courses of British rivers, most notably the River Thames. Beyond his geological research, Dr Hey was also a dedicated educator at the University of Cambridge, where he held several roles at the newly established Churchill College, including Dean and Praelector. While at Churchill, Hey was able to indulge another of his great passions: collecting modern art, particularly abstract works. In addition to donating several pieces to the college, he also served as a longstanding member of its Picture Hanging Committee.

We are grateful to Peter Khoroché for his assistance in cataloguing this lot.



26 * AR

MICHAEL AYRTON (1921-1975)

Daedalus at Cumae
bronze with a dark brown patina
52.4 cm. (20 5/8 in.) high
Conceived in 1961

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

Private Collection, Italy

Literature

Peter Cannon-Brookes, *Michael Ayrton: an Illustrated Commentary*, City Museums and Art Gallery, Birmingham, 1978, cat.no.154, p.89 (ill.b&w, another cast)
Michael Ayrton, *Michael Ayrton: Drawings and Sculpture*, Cory, Adams & Mackay, London, 1966, cat.no.116 (ill.b&w, another cast)

Exhibited

Bruton, Bruton Gallery, *Michael Ayrton: Recurring Themes and Images*, 28 March-2 May 1981, cat.no.20; this exhibition travelled to Penarth, National Museum of Wales, 10 May-14 June; Bristol, Peter Sands Gallery, 10 July-1 August (ill.b&w, another cast)

Daedalus at Cumae is one of the key works of the 15 bronzes Michael Ayrton made on the theme of Daedalus and Icarus between 1958 and 1962. In a way it marks the beginning of his long entanglement with the myth; a memento of his first encounter with the story, at Cumae in 1956, where he discovered the ruins of the Temple of Apollo on the headland between Lake Avernus and the sea and "went into the labyrinth of Daedalus, the archetypal inventor, sculptor, technician, artificer - the first man to fly [where] in spirit I remained". Later he would go on to Crete and the ruins of Knossos itself, where the story begins, but he never forgot that initial vision – of a man exhausted after the long flight across the sea, facing the fact that his ingenuity has been successful beyond anything he could have hoped for, whilst also bringing the destruction of his son.

That combination of triumph and guilt and bone-deep exhaustion was something that Ayrton returned to several times in the years that followed, as the relationship between Daedalus and Icarus - father and son, craftsman and hero - took shape for him through his two novels, *The Testament of Daedalus* (1962) and *The Maze Maker* (1969). In both Daedalus struggles with his feelings towards his son, in many ways so totally opposed to everything he stands for. "What I make exists", he repeats in both books, before concluding that "what Icarus [made] does not - and I find it hard to forgive that there was no need for him to do more".

Yet as *Daedalus at Cumae* persuasively demonstrates, incomprehension and resentment are only part of the story. In *Testament of Daedalus*, Daedalus notes, almost in passing, that the death of Icarus "was to be expected, but from the pain of it I do not seem to recover". In later *The Maze Maker*, where Ayrton worked out the story of his fictional alter-ego in more depth and detail, he imagined Daedalus finally landing alone at Cumae:

I thought "Grief" and could not remember what the word meant, and was vaguely perplexed...I tried to weep for Icarus, and wept for my own weariness. I told myself that I had lost my son and was puzzled. Grief and perplexity like little squabbling half-brothers pulled and pushed at me, each urging me to play with the other...My loss, lonely, unshared, particular, pricked at me...When I look at my hands they usually comfort me. I am proud to see them, simply and adequately designed to obey my demands...When I look down at them I am secure. I know them and I know their competence...But there below the high rock my hands hung on my arms like strangers...[I] no longer believed in their abilities, nor in myself, nor in my high craft.

It is one of the most powerful parts of the book, but the image is more powerful still: condensing the complexity of Daedalus' emotions into an image which resonates for anybody who has experienced bereavement with all the difficult emotions it inevitably brings, whether they know anything or nothing of the myth of Daedalus and his son. Ayrton believed passionately that all myth has this universal quality, being an expression of something basic to humanity. His own relationship with his father - crusading journalist and poet Gerald Gould, who had hoped his son would fill the role of Oxford academic which he himself had always secretly yearned for - was not an easy one, and cut short by Gould's death when his son was 15. Some of that, too, certainly found its way into Ayrton's understanding of the Daedalus/Icarus story in general, and this work in particular.

It is a considerable burden of myth, meaning and metaphor for a single, not very large, sculpture to carry - yet *Daedalus at Cumae* bears the weight of it lightly, insisting on nothing more from the viewer than an acknowledgement of fellowship in the experience of grief that comes to all of us sooner or later; an inevitable part of being human. Ayrton once commented that he saw his task as a sculptor to say very complicated things very simply; *Daedalus at Cumae* is evidence of how well he could achieve that ambition.

We are grateful to Justine Hopkins for compiling this catalogue entry.





(alternate view)

27 AR

DAME ELISABETH FRINK R.A. (1930-1993)

Horizontal Birdman III

signed and numbered 'Frink/4/8' (on the figure's hip)

bronze with a brown patina on metal pin and slate base

34 cm. (13 3/8 in.) long

Conceived in 1964

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Elisabeth Frink: Sculpture and Drawings 1952-84*, 8 February-24 March 1985 (another cast)

Literature

Edwin Mullins (int.), *The Art of Elisabeth Frink*, Lund Humphries, London, 1972, pl.60 (ill.b&w, another cast)

Sarah Kent and Bryan Robertson, *Elisabeth Frink, Sculpture: Catalogue Raisonné*, Harpvale Press, Salisbury, 1984, p.160, cat.no.106 (ill.b&w, another cast)

Sarah Kent, *Elisabeth Frink: Sculpture and Drawings 1952-84*, The Royal Academy of Arts, London, 1985

Annette Ratuszniak, *Elisabeth Frink: Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries in association with the Frink Estate and Beaux Arts, London, 2013, p.90, cat.no.FCR130 (col.ill., another cast)



“I have focused on the male because to me he is a subtle combination of sensuality and strength with vulnerability.”

(Elisabeth Frink)

28 AR

DAME ELISABETH FRINK R.A. (1930-1993)

Small Soldier's Head

signed and numbered 'FRINK/7/7' (on the base)

bronze with a dark brown patina

19 cm. (7 1/2 in.) high

Conceived in 1964

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

With Waddington Galleries, London, 28 December 1965, where

acquired by

John Bowen and David Cook, thence by descent to the present owner

Private Collection, U.K.

Literature

Sarah Kent and Brian Robertson, *Elisabeth Frink Sculpture: Catalogue Raisonné*, Harpvale, London, 1984, cat.no.111, p.160 (ill.b&w, another cast)

Edward Mullins (int.), *The Art of Elisabeth Frink*, Lund Humphries, London, 1972, cat.no.52 (ill.b&w, another cast)

Anette Ratuszniak, *Elisabeth Frink: Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries in association with the Frink Estate and Beaux Arts, London, 2013, cat.no.FCR136, p.92 (col.ill, another cast)

The original owners of the present lot were the writers John Bowen and David Cook. Together they acquired *Small Soldier's Head* with Bowen's paycheck from his first published writing – a West End play named *I Love you Mrs Patterson* (1965). The couple wrote extensively over the proceeding decades. Cook published the novel *Walter* in 1978, which was adapted to screen on Channel 4 in 1982, with Sir Ian McKellen playing the lead role. Together, the pair also authored the TV series *Hetty Wainthropp Investigates*.



29 AR

DAME ELISABETH FRINK R.A. (1930-1993)

Standing Group Maquette
signed and numbered 'Frink 3/8' (on the base)
bronze with a brown patina
32.4 cm. (12 3/4 in.) high
Conceived in 1983

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

Provenance

With Christopher Drake Gallery, London, November 1982, where
acquired by
Private Collection
Their sale; Duke's, Dorchester, 25 September 2014, where acquired
by the present owner
Private Collection, U.K.

Exhibited

London, Mumford Fine Arts, *Art: Is Why I Get Up In The Morning*, 29
March-15 April 2006 (another cast)
London, Beaux Arts, *Frink*, 7 June-8 July 2006 (another cast)

Literature

Jill Willder (ed.), *Elisabeth Frink Sculpture Catalogue Raisonné*,
Salisbury, 1984, p.197, cat.no.277 (ill.b&w., another cast, as
Standing Group)
Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of
Sculpture 1947-93*, Lund Humphries, London, 2013, p.159, cat.
no.FCR315 (col.ill., another cast, as *Standing Group Maquette*)

The present work is a maquette for the monumental *Memorial to the
Dorset Martyrs* and was commissioned by the Dorset County Museum
with funding from the Arts Council 'Art for Public Places Scheme'.
The memorial can be found on Gallows Hill in Dorchester on the site
of the gallows where Catholics were persecuted for their beliefs in the
16th and 17th century, a subject that for Frink, as a convent-educated
Catholic living in Dorset, was very close to her heart.

'These figures have a political element, because I am preoccupied
with the human rights situation in the world... and this preoccupation
feeds itself or finds expression in my mankind sculpture'. (The artist
discussing *Dorset Martyrs* in Annette Ratuszniak (ed.), *Catalogue
Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013,
p.169).





30 AR

HENRY MOORE O.M., C.H. (1898-1986)

Mother & Child: Wheels
signed and numbered 'Moore 3/9' (on the side of the integral base)
bronze with a brown patina on an integral bronze base
26.5 cm. (10 3/8 in.) high (including the base)
Conceived in 1962 and cast by Fiorini Ltd, London

£8,000 - 12,000

€9,500 - 14,000

US\$11,000 - 16,000

Provenance

With Zoe Dusanne Gallery, Seattle
Sophie Marks Krauss, Seattle
Memphis College of Art, Tennessee
Acquired from the above by the previous owner in 2015
Their sale; Christie's, New York, 13 May 2016, lot 1314, where
acquired by the present owner
Private Collection, U.K.

Literature

Alan Bowness (ed.), *Henry Moore, Volume 3: Complete Sculpture 1955-64*, Lund Humphries, London, pp.58-59, cat.no.510 (ill.b&w, another cast)



31 * AR

HENRY MOORE O.M., C.H. (1898-1986)

Upright Motive, Maquette No. 4

bronze with a brown/green patina on a slate base

29.8 cm. (11 1/2 in.) high (excluding the slate base)

Conceived in 1955 and cast by Fiorini Ltd, London, in an edition of 9

£8,000 - 12,000

€9,500 - 14,000

US\$11,000 - 16,000

Provenance

Private Collection, Norway

Exhibited

Beijing, China Art Gallery, *Moore in China*, 24 October-26 November 2000 (another cast, catalogue untraced); this exhibition travelled to Guangzhou, Guangdong Museum of Art, 19 December 2000-11 February 2001, Shanghai Art Museum, 3 March-15 April 2001 Bath, The Holburne Museum, *Henry Moore in Miniature*, 3 May-8 September 2024 (another cast)

Literature

Alan Bowness (ed.), *Henry Moore: Sculpture and Drawings Volume 3, Sculpture 1955-64*, Lund Humphries, London, 1986, p.20-21, cat.no.LH 381 (ill.b&w, another cast)

32 AR

HENRY MOORE O.M., C.H. (1898-1986)

Illustration for a Poem by Herbert Read

pencil, wax crayon, watercolour, gouache, pen and ink

28.8 x 22.9 cm. (11 1/4 x 9 in.)

Executed in 1946

£20,000 - 30,000

€24,000 - 36,000

US\$27,000 - 40,000

Provenance

Merlyn Evans

Anthony Bell

Sale; Bonhams, London, 1 April 1993, lot 37 (part lot)

With The Piccadilly Gallery, London, 4 December 2000, (as

Composition for a Poem by Herbert Read), where acquired by the

present owner

Private Collection, U.K.

Literature

Ann Garrould (ed.), *Henry Moore: Volume 3, Complete Drawings 1940-*

49, The Henry Moore Foundation in association with Lund Humphries,

Much Hadham and Aldershot, 2001, pp.252-253, cat.no.AG 46.82,

HMF 2324a (ill.b&w)

The present lot is one of a series of works executed by Moore at the request of the poet and critic Sir Herbert Read to illustrate Read's poem, '1945'. Read suggested that Moore include 'dark clouds, text, cliffs, waves, figures fleeing over sands', and the results are reminiscent of the Kentish coast close to where Moore had lived. Few of these works have ever appeared on the market, with examples from the series residing in both the Paul Mellon Collection at the Yale Center for British art, and the collection of the Henry Moore Foundation. The poem in full reads:

*They came running over the perilous sands
Children with their golden eyes
Crying: Look! We have found samphire
Holding out their bone-ridden hands.
It might have been the spittle of wrens
Or the silver nest of a squirrel
For I was invested with the darkness
Of an ancient quarrel whose omens
Lay scatter'd on the silted beach.
The children came running towards me
But I saw only the waves behind them
Cold, salt and disastrous
Lift their black banners and break
Endlessly, without resurrection.*

1945

They came running over the perilous sands
Children with their golden eyes
Crying: look! we have found samphire
Holding out their bone-ridden hands

It might have been the spittle of wrens
Or the silver nest of a squirrel
For I was invested with the darkness
Of an ancient quarrel whose owners
Lay scattered on the silted beach
The children came running towards me

But I saw only the waves behind them
Cold salt and disastrous
Lift their black banners and break
Endlessly, without resurrection

by Herbert Read



ERIC WILLIAM RAVILIOUS (1903-1942)

The Red House

signed 'E. Ravilious' (lower left)

pencil and watercolour

40.2 x 46.4 cm. (15 3/4 x 18 1/4 in.)

Executed in 1924

£40,000 - 60,000**€47,000 - 71,000****US\$53,000 - 80,000****Provenance**

The Artist, from whom acquired by

Douglas Percy Bliss, thence by descent to the present owner

Private Collection, U.K.

Exhibited

London, St George's Gallery, September-October 1927, cat.no.13

London, Hayward Gallery (catalogue untraced)

The present work illuminates a pivotal year of the artist's career with an insightful clarity. Executed in 1924, *The Red House* came right at the cusp of his graduation from the Royal College of Art, from which he would embark on a travelling scholarship to Italy. He had been under the tutelage of Paul Nash for about a year by this stage and was well on the way to a mastery of woodblock engraving – both formative, related elements that can be seen clearly here.

Some of the stylistic and applicational techniques Nash developed in his watercolours had a direct influence on Ravilious in this period, and would continue to exert a pull on the direction of his work in the coming decade. Visible here is a variety in the concentration of pigment, a skill Ravilious took to superb levels, injecting a great textural range to the image that can otherwise be more difficult to achieve in watercolour than oil. Deep, flat planes of colour in front of the fence, to parts of the brickwork and in topographical layers in the background are interspersed by sparser, almost scraped areas of paint. Also reminiscent of Nash are the trees – skeletal, linear and with simplified, angular clumps of branches crowding together (for a comparison, see Paul Nash's *Early Spring, Fulmer*, 1919 (sold these rooms on 20 November 2024, as lot 21 for £95,650).

The two shared a great love of another medium that fed into their innovation in watercolour: woodblock engraving. In the case of Ravilious, this was in part a result of the leaning towards design and more decorative art that was pervasive at the R.C.A. at the time, and in fact inspired its initial formation in 1837. The key impact this would have on Ravilious's work was, once more, in his ability to create a visual depth through texture. His use of scratches and tight, linear brushwork can be seen particularly in the sky, and it comes directly

from his work in woodblock engraving. Similar parallels in the structure of his brushwork have been drawn with carving, a parallel epitomised by his time shared in Florence with Henry Moore, with "the scaffolding strokes, each clearly identifiable, doing the work of representation but creating at the same time a parallel structure of design within the picture" (Alan Powers, *Eric Ravilious: Artist & Designer*, Lund Humphries, Farnham, 2013, p.17).

Another, more indirect impact is that the emphasis on repetitive pattern and on design as an ideal lead to a keen sense of the multiplicity of focal points that the artist would replicate regularly across his career in watercolour. Here, we have competing, diverging focal points – the doorway to the titular red house and the sparsely detailed figure coming out of the picture plane towards the lower left – the two connected by the fence line that leads the eye directly from whichever it falls on first to the other.

These more complex, technical methods are complimented by a whimsical, dreamlike quality to the artist's work. He was described by a peer at the Eastbourne School of Art as someone who "always seemed to be slightly somewhere else, as if he lived a private life which did not completely coincide with material existence" (Op.Cit., p.11). Appropriately, while touring Siena, Florence and the Tuscan hillside towns, Ravilious reportedly spent more time walking around in the fresh air taking in the atmosphere and the architectural beauty than he did studiously prowling the galleries and cathedrals, as was the convention. This sense of dreamlike wonder was retained throughout, and contributes perhaps more than anything else to the idiosyncratic, charismatic and expressive style that makes Ravilious's work so recognisable and enchanting.



SIR WILLIAM NICHOLSON (1872-1949)

Roses and Knitting
signed 'Nicholson' (lower right)
oil on panel
33 x 40.6 cm. (13 x 16 in.)
Painted circa 1928

£70,000 - 100,000
€83,000 - 120,000
US\$93,000 - 130,000

Provenance

With Beaux Arts Gallery, London, 1929, where acquired by Dame Marie Tempest, thence by descent to her son Major Norman Loring
His sale; Christie's, London, 28 July 1955, lot 184, where purchased by
Roland, Browse & Delbanco, London
Sir Malcolm Bullock Bt, 1956, thence by descent
Private Collection
Sale; Christie's, London, 1 March 1974, lot 130 (as *Vase of Roses with Knife and Knitting*), where purchased by
Roland, Browse & Delbanco, London
Sale; Christie's, London, 8 June 1983, lot 40, where acquired by the family of the present owner
Ernst K. Litthauer, 1 April 1984, by whom gifted to the family of the present owner
Private Collection, U.K.

Exhibited

London, Beaux Arts Gallery, *Recent Paintings by William Nicholson*, 24 April-31 May, 1929, cat.no.16
London, Roland, Browse & Delbanco, *Colour Pure and Atmospheric*, November-December 1956, cat.no.28 (as *Roses with Knife and Knitting*)
London, Roland, Browse & Delbanco, *Distinguished British Paintings 1875-1950*, 9 May-15 June 1974, cat.no.39 (as *Vase of Roses with Knife and Knitting*)

Literature

Patricia Reed, *William Nicholson: Catalogue Raisonné of the Oil Paintings*, Modern Art Press, London, 2011, p.480, cat.no.605 (ill.b&w)

Over the years William Nicholson included a fascinating variety of objects in his still-lives: silver lustre bowls, green peapods, gloves, scissors, a pinecone, a parsnip, sealing wax and a variety of textiles - but this is the only time he depicted knitting.

The reason for this may be found in the identity of the first owner, the celebrated comedy actress Marie Tempest (1864-1942) who purchased the work from Nicholson's solo exhibition at the Beaux Arts Gallery in 1929. The pair had been friends since at least 1903 when Nicholson completed her highly successful portrait (National Portrait Gallery) and their friendship continued until her death. Returning to England in her sixties after several years touring abroad, Marie Tempest's British career had been revived by two plays written especially for her by the young Noel Coward. In his comedy *Hay Fever* in 1925 she created the role of Judith Bliss, and two years later she starred in *The Marquise* for which Nicholson designed her costumes. She is shown wearing one of these costumes on the dust jacket of Hector Bolitho's biography of Marie Tempest (British edition) published in 1936.

When not needed on stage, during performances actors had to endure long periods inactivity: some played patience, others did embroidery while Marie Tempest was known to enjoy knitting. The needles depicted here may be an early example of plastic which had the advantage of being much quieter to use backstage than ivory, wood or steel needles. They seem to be double pointed, the type that were designed for knitting in the round. Two rows of loops of stitches in the foreground suggest a fourth needle is missing - has some disaster occurred? Perhaps the viewer is being asked to imagine how the work would look when unfolded.

The soft, slightly shimmering, warm folds of wool contrast with the hard glazed surface of the painted vase. It is decorated with scythes and corn stalks - hand painted rather than transfer printed. Two full blown pink roses echo the texture of the knitting; they are combined with white harebells and, perhaps, red geraniums. These are flowers from a mid-summer garden while the vase's decoration suggests late summer and the harvest.

The appearance of the knife to the right is unexpected. The undisclosed light source coming from upper right places the handle of the knife in deep shadow beside the vase, while the truncated blade is heading in the direction of the viewer. The inclusion of knives or scissors was a device often used by the artist to tilt the picture plane and extend the picture space.

A direct link between Marie Tempest and the knitting has to be speculative but she did own several works by Nicholson and featured in others such as *Souvenir de Marie* (1906, Dublin City Art Gallery). *Roses and Knitting* was among the works by Nicholson that she kept until her death when it passed to her son, Major Norman Loring.

We are grateful to Patricia Reed for compiling this catalogue entry.



SIR STANLEY SPENCER R.A. (1891-1959)

Portrait of Lady Slessor

oil on canvas

71.5 x 61 cm. (28 1/8 x 24 in.)

Painted in 1921

£100,000 - 150,000**€120,000 - 180,000****US\$130,000 - 200,000****Provenance**

The Artist, from whom commissioned by

Sir Henry Slessor, 1920

Sale; Sotheby's, London, 22 November 1972, lot 70

(as painted *circa* 1930)

With Piccadilly Gallery, London, September 1978, where acquired by Mr I. Williamson

With Peter Nahum, The Leicester Galleries, London

Private Collection

Their sale; Sotheby's, London, 26 May 2010, where acquired by the present owner

Private Collection, U.K.

ExhibitedLeeds, Temple Newsam House, Leeds City Art Gallery, *Paintings and Drawings by Stanley Spencer*, 25 July-7 September 1947, cat.no.5
Plymouth, City Museum and Art Gallery, *Sir Stanley Spencer C.B.E., R.A., 1891-1959*, 1963, cat.no.11London, Piccadilly Gallery, *Sir Stanley Spencer R.A. 1891-1959: A**Collection of Paintings and Drawings*, September 1978, cat.no.1London, The Royal Academy of Arts, *Stanley Spencer R.A.*, 20

September-14 December 1980, cat.no.40

LiteratureKeith Bell, *Stanley Spencer R.A.*, Royal Academy of Arts, London, 1980, p.59, cat.no.40 (ill.b&w)Kenneth Pople, *Stanley Spencer: A Biography*, Collins, London, 1991, p.195Keith Bell, *Stanley Spencer: A Complete Catalogue of the Paintings*, Phaidon Press in association with Christie's and The Henry Moore Foundation, London, 1992, p.394, cat.no.33 (ill.b&w)Timothy Hyman & Patrick Wright (eds.), *Stanley Spencer*, Tate, 2001, p.62Amanda Bradley, *Patron Saints: Collecting Stanley Spencer*, Stanley Spencer Gallery in association with Paul Holberton Publishing, 2018, p.38

Stanley Spencer achieved a remarkable, virtuoso feat with this picture of Margaret Slessor, his first commissioned portrait, painted at the age of 29. He received the commission from her husband, Henry. Stanley knew Margaret well, since he had been staying with the Slessors for some months. She comes across as a friend, with a face full of character. It is also, on the evidence of photographs, a good likeness.

Margaret is seen at a slight angle in an original and arresting composition, looking directly at the viewer, and sitting in a shallow space close to a fireplace in her house Cornerways. At various points, the figure and the fireplace are cropped along the edges, giving an immediate and spontaneous effect. The picture displays a subtle, sophisticated use of colour. A series of soft greys is echoed across the surface of the canvas, enhanced by the silvery metallic sheen of the fireplace hood. The sitter's eyes tone in with the blue-grey colour of her dress, which with a maroon belt, and decorative pattern around neck and sleeves, exemplifies 1920s fashion. Differences in texture are handled with assurance. The repoussé decoration of the fireplace surround - elegant flowing sinuous lines of flowers, bud, stalk and leaves - weaves its way through the composition.

The artist was rightly pleased with the portrait, writing in a letter on 13 January 1921, 'Harry is on the bench today at Berwick-on-Tweed. Margaret is in the armchair opposite me trying to add up her penny-bank balance and filling the whole room with swear. I am getting on with the portrait of her rather well.'

Spencer stayed with the Slessors from April 1920-June 1921. He moved from his crowded family home in Cookham to their house Cornerways in nearby Bourne End. Here he had a bedroom, a 'bright room' in which he could paint, overlooking a backwater of the Thames. Cornerways is on the Abbotsbrook Estate through which streams run into the river. Here he found peace and space to paint some twenty pictures, of which the Slessors acquired thirteen. He wrote enthusiastically of his hosts, and how he was inspired by the 'atmosphere' they created. Margaret (d.1979) was the daughter of Corrie Grant, a journalist, barrister and Liberal MP. She met Henry Slessor (1883-1979) through the Fabian Society. Henry was to enjoy a distinguished career. A barrister, he was Solicitor-General in the first Labour government in 1924, receiving a knighthood and KC. He became Labour MP for Leeds South East and a Lord Justice of Appeal. As a tribute to him, Spencer placed him in his legal robes in a prominent position in *The Resurrection*, Cookham (1924-6, Tate).

By the time of Spencer's stay Slessor had resigned from the Fabian Society to espouse a form of Christian Socialism. Spencer's *The Last Supper* (1920, Stanley Spencer Gallery), painted at the Slessors, was bought by them for their oratory on the upper floor of their wooden boathouse, where it hung as the altarpiece for many years. Also in the oratory was Spencer's *Money Changers'* triptych which he painted as a gift for his hosts (1921, The Art Gallery of Western Australia/Stanley Spencer Gallery).

Spencer took part in the boating and walking at Cornerways. Henry Slessor instigated a walking fraternity, wittily dedicated to St Ambulans, in which as Stanley's brother Gilbert recalled there was 'friendship with an undertone of religion and philosophy' and 'beer was the sacred beverage' (Gilbert Spencer, *Stanley Spencer*, Victor Gollancz Ltd, 1961, p.159).

We are grateful to Carolyn Leder for compiling this catalogue entry.



SIR JOHN LAVERY R.A., R.S.A., R.H.A. (1856-1941)

Miss Bella Cullen

signed and dated 'J Lavery 87' (lower left) and inscribed 'À MON AMI/ STEVENSON' (lower right)

oil on panel

29.8 x 21.4 cm. (11 3/4 x 8 1/2 in.)

£10,000 - 15,000**€12,000 - 18,000****US\$13,000 - 20,000****Provenance**

The Artist, from whom acquired by
Robert Macaulay Stevenson, thence by descent to
Jean Macaulay Stevenson
Professor Ronald and Mrs Georgina Pickvance
Private Collection, U.K.

Exhibited

Limerick, Hunt Museum, *Lavery & Osborne, Observing Life*, June-
September 2019, unnumbered (as *Study of 'A Fair Flower'*)

Discovered in 2017 amongst the papers of Robert Macaulay Stevenson, the present head study of Bella Cullen is a souvenir of friendship between two artists.

Lavery describes Miss Cullen as the model who 'caught a chill' while posing for his paintings of Mary, Queen of Scots, adding that 'six months later I went to her funeral'. Written over fifty years after the events they describe, memory has roundly compressed circumstances that emerge in more detail in the Stevenson papers.

In the autumn of 1887, having returned from a painting expedition to Drumalis, at Larne in county Antrim, Lavery resumed his two large ambitious canvases reimagining the Scots queen's retreat after the battle of Langside, employing Cullen as his model for these and other paintings. On occasions when she was present in his Glasgow studio, Stevenson joined him, and they worked side-by-side from the model.

Stevenson, described as the 'prophet' and critical voice of the Glasgow School, was obtaining advice from his friend. Lavery 'believes in me' he confessed to his fiancé, Jean Shields. It was clear from the start that Cullen's health was poor, and with the rigours of posing she became increasingly unwell. When she heard of her distress, Shields was keen to send her 'some little thing'. By the following spring, however, her condition, probably tuberculosis, had improved when both artists visited her at High Blantyre in March. Nevertheless, with

the onset of colder weather at the end of September, Cullen's sister arrived at Stevenson's studio to report a serious deterioration. Both artists then returned to the little terrace house near Hamilton on 4 October, where she lay on her deathbed, and by the end of the month she was gone.

Inscribed 'À MON AMI' we can assume that the present work is a memento of happy times when both artists worked together, Lavery with his pochade box containing rosewood panels. The association with Stevenson and Shields makes it possible to identify Cullen as the model for *A Fair Flower* (1887, Private Collection), exhibited at the Glasgow Institute of the Fine Arts in February 1888.

As a fellow artist and member of the Glasgow Boys, 'Macaulay', as Stevenson was known to the 'brotherhood', would have enjoyed the alluring quality of the present study, noting the splendid zigzag of her lapels, the swift, 'square brush' notation of her corsage and the *hauteur* with which she holds the gaze of the spectator – a 'look' confirmed in the 'fair flower's' tilt of the head. It would be entirely in character for the painter, observing his friend's pleasure in a pretty face, to inscribe the picture, 'à mon ami', and present it to him. Such spontaneous acts of generosity were not unusual.

We are grateful to Professor Kenneth McConkey for compiling this catalogue entry.



37 *

SIR JOHN LAVERY R.A., R.S.A., R.H.A. (1856-1941)

Portrait of The Hon. Mrs Burrell
signed, inscribed and dated 'TO/MRS BURRELL/WITH MANY
THANKS/J.Lavery/1903' (lower right)
oil on canvas
42.8 x 36.8 cm. (16 7/8 x 14 1/2 in.)

£6,000 - 8,000

€7,100 - 9,500

US\$8,000 - 11,000

Provenance

Sale; Christie's, London, 12 November 1982, lot 35
Private Collection
With Oriel Gallery, Dublin, *circa* 1996
Sale; Alderfer Auction, Hatfield, 12 December 2019, lot 3331 (as
Portrait of a Woman), where acquired by the present owner
Private Collection, Ireland

When he painted the present study of the Hon. Mrs Burrell in 1903, Lavery was already familiar with his subject. In the previous year he had painted a seated portrait for which a head study was also produced. The reasons for the second commission remain obscure but may have been occasioned by the sitter's husband's wish for a grand full-length portrait to grace his family's estate in Wales (*Anne Selby Burrell Ord, later Lady Gwydyr*, 1903, Private Collection). The present study relates to this commission.

The daughter of John Ord, a farmer, Anne Selby Ord, later Lady Gwydyr (1870-1910), was born at Overwhitton in Roxburghshire. She married the Hon Willoughby Merrik Campbell Burrell, (1841-1915) the widower son of the 4th Baron Gwydyr, on 4 June 1901, at St. Michael's Church, Chester Square, London. Although the Burrell family seat was in Caernarvonshire, the couple lived in London and at their Stoke Park estate at Ipswich, where her husband was a captain of the Rifle Brigade and honorary colonel of the Suffolk Regiment. As with other wealthy aristocratic wives, the Hon. Mrs Burrell featured regularly in society pages where, as a keen golfer, she was reported on the Ladies Links at North Berwick. In 1906 she made the tabloids when on a balloon trip over London, she was caught in a snowstorm at 4000 feet.

Upon completion of a commission, Lavery would often present his female sitters with an oil sketch, produced as part of the planning process for an important portrait. Often these small, vivid perceptions – the product of a 'glimpse' rather than a 'gaze' – have an immediacy that appealed to the subject on a more personal level than the more formal full- or three-quarter length demanded by her husband. This is the case with the present portrait of the Hon. Mrs Burrell. Like many works of this type, it is spontaneous and impromptu. That it is inscribed 'with many thanks', suggests that as he worked on the Burrell portraits, Lavery was entertained by the sitter and her husband, and may indeed have stayed with them at Stoke Park or been entertained at their house in Pont Street, Knightsbridge.

We are grateful to Professor Kenneth McConkey for compiling this catalogue entry.



RODERIC O'CONOR (1860-1940)

A Woman Seated, Holding Two Roses
signed and dated 'O'Conor/1911' (upper left)
oil on canvas
81.5 x 65.6 cm. (32 x 25 3/4 in.)

£50,000 - 70,000

€59,000 - 83,000

US\$66,000 - 93,000

Provenance

Sale; Hôtel Drouot, Paris, 7 February 1956
Sale; Sotheby's, London, 15 May 1985, lot 63 (as *A Woman Seated*)
Private Collection, U.K.

Exhibited

Possibly Paris, Grand Palais, Salon d'Automne, 1 October-8 November 1911, cat.no.1159 (as *Le Modèle*)

Literature

Jonathan Benington, *Roderic O'Conor*, Irish Academic Press Ltd, Dublin, 1992, p.208, cat.no.149

One year before this painting was executed, O'Conor had experienced a considerable uplift in his fortunes. The sale of his lands in County Roscommon, a protracted process that began following the publication of the Wyndham Land Act in 1903, had only just completed after seven years. The Irishman then promptly took advice from his American friend Alden Brooks and invested the monies in the American stock market. Having lived alone as a bachelor in a one-bedroom studio-apartment in Montparnasse since 1904, he was now able to afford a few luxuries. He immediately set off on a picture-gazing trip to Italy in November 1910, and six months later he purchased two recent oil paintings by Pierre Bonnard for a total of 4,000 francs from the Bernheim Jeune & Cie Gallery at 36 Avenue de l'Opera in Paris. The larger of the two paintings was a standing female nude, the smaller a head-and-shoulders study of a clothed young woman leaning on a sill or the top rail of a chair. The surviving receipt indicates that he settled the dealer's bill in full on 3rd June 1911.

Brooks was visiting his relations in France at this time and dropped in on O'Conor, formerly a very good friend of his father's. The young man noted in his diary on 10th February 1911: 'Up early ... off to Paris. Then ran into O'Conor and talked with him 'til 7:30 ... O'Conor is really a wonderful chap. Admirable life. Lent me a book by one Synge. "greatest playwright since Shakespeare."'

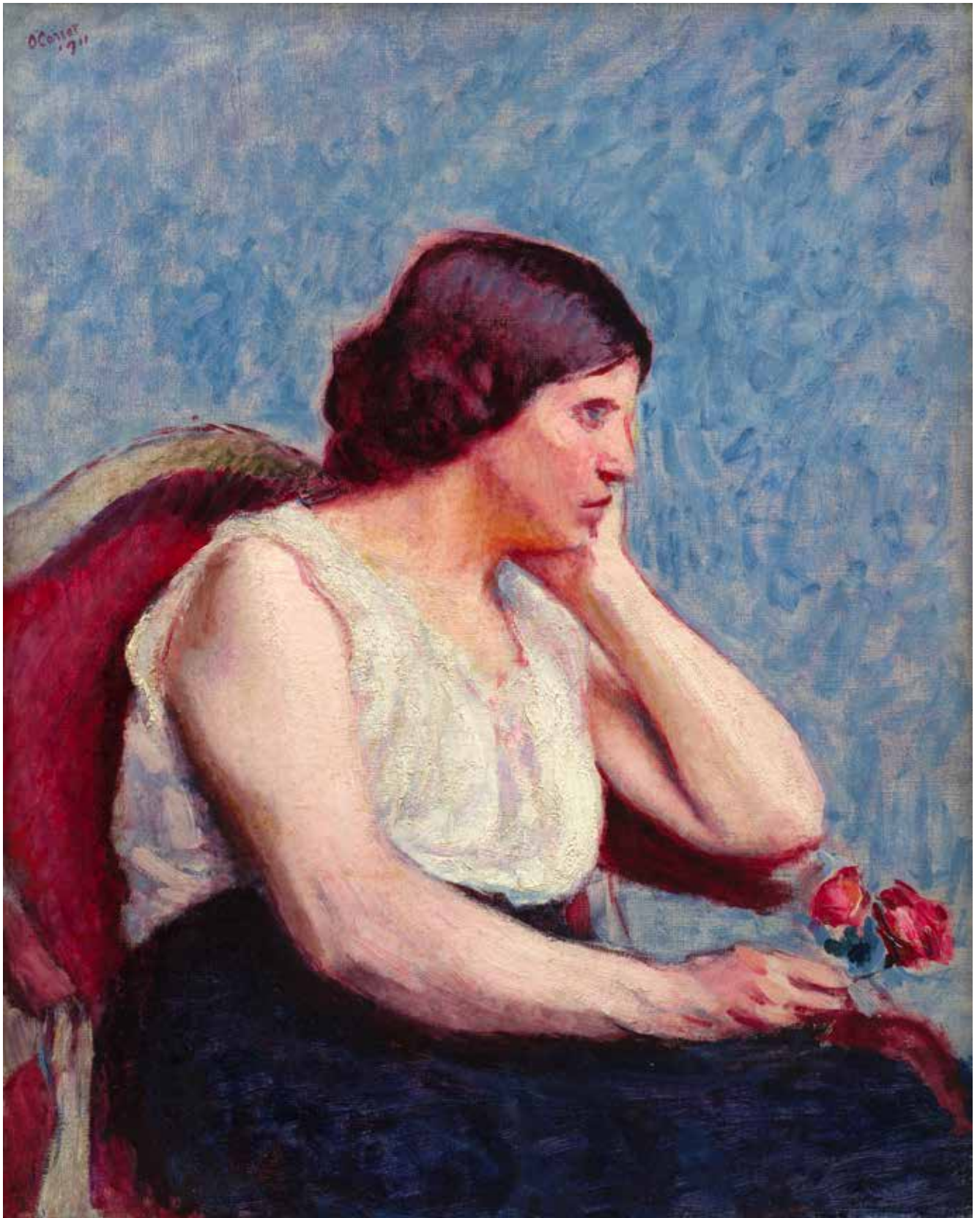
Travel, great literature and beautiful artworks aside, at the age of fifty, O'Conor remained as committed to his own painting and drawing as ever (though he stopped short of spending his money on expensive studio props). The loosely brushed intimiste style he had adopted from about 1909 in his still lifes and interiors with female models, clothed and unclothed, was beginning to tail off. In *A Woman Seated, Holding Two Roses* he followed a different approach, one that is much more reminiscent of the late works of Pierre-Auguste Renoir than it is of Bonnard. The strict profile view of the model that O'Conor chose for this painting ultimately harks back to Venetian sixteenth-century half-length portraits by artists such as Titian, in which the models pose with one arm resting on a parapet. The Irishman may well have encountered and admired such works on his recent trip to Italy, whilst

Renoir, whom he greatly admired, would also certainly have been aware of such antecedents. The profile format, contained within a right-angled triangle and set against a flat pale blue background, lends O'Conor's portrait a classical framework – one that he had previously deployed seven or eight years earlier in some of his studies of Breton women, for example *Breton Girl Reading* (Private Collection).

O'Conor's correspondence with his good friend Armand Seguin contained many references to Renoir, who undertook several painting excursions to Pont-Aven, not least in 1892 when the Irishman almost certainly met him. Renoir's numerous studies of his favourite model, Gabrielle Renard, such as *Gabrielle With a Rose* (1911, Musée D'Orsay), would have been very familiar to O'Conor, right down to such details as the cloth rose she liked to put in her hair. In 1905 Renoir was made honorary president of the Salon d'Automne, exhibiting there in 1905, 1906, 1910 and 1912. This Salon was O'Conor's sole Parisian outlet from 1908 up until the outbreak of the Great War, and indeed the fact that the present work is neatly signed and dated at the top left of the canvas suggests that it was intended for exhibition. It may well be the work entitled *Le Modèle* that he showed there in 1911.

At least one related drawing of the same model depicted in *A Woman Seated, Holding Two Roses* survives, and although her identity is unknown, the measured approach that the artist took to the development of this composition indicates his determination to produce an arresting image. Using a limited palette of colours – white, pink, red, violet and two shades of blue – and a brush that alternated between rich impasto and loose, wristy gestures, O'Conor has melded the classical with the contemporary, riveting the viewer's gaze on the model's head where all lines converge. Even the walls, windows and doors of the studio have been removed from the background in order to intensify the focus.

We are grateful to Jonathan Benington for compiling this catalogue entry.



39 AR

PAUL HENRY R.H.A. (1876-1958)

The Milk Cart

signed 'PAUL HENRY' (lower left) and further signed indistinctly (lower right)

oil on canvas laid on panel

38.4 x 55.5 cm. (15 1/8 x 21 7/8 in.)

Painted in 1928-9

£120,000 - 180,000

€140,000 - 210,000

US\$160,000 - 240,000

Provenance

Sale; James Adams in association with Bonhams & Brooks, 13 December 2000, lot 94, where acquired by the present owner Private Collection, U.K.

Exhibited

New York, Hackett Gallery, *Paintings by Paul Henry*, 10-22 March 1930, cat.no.26

Boston, Grace Horne's Gallery, *Paintings of Ireland by Irish Artists*, 31 March-18 April 1930, cat.no.20

Dublin, The National Gallery of Ireland, *Paul Henry*, 19 February-18 May 2003, cat.no.79

Literature

Boston Evening Transcript, 5 April 1930, p.7 (ill.)

S.B. Kennedy, *Paul Henry*, Yale University Press, New Haven and London, 2000, pp.96-97

S.B. Kennedy, *Paul Henry: Paintings, Drawings, Illustrations*, Yale University Press, New Haven and London, 2007, p.239 (col.ill.)

Paul Henry's work captures the spirit and landscape of the west of Ireland in a manner which is quite unparalleled. Having first visited Achill in 1910, where he was captivated by the beauty of the region, he never grew tired of returning to it and portraying its majesty in changing seasons and views. As S.B. Kennedy has commented, 'Almost single-handedly Paul Henry defined a view of the Irish landscape, in particular that of the west, that remains as convincing to modern eyes as it was in his own time. Like Constable's Suffolk and Cézanne's Provence, once experienced it is difficult to see the landscape of the west other than through Henry's eyes' (S.B. Kennedy, *Paul Henry*, National Gallery of Ireland exhibition catalogue, 2003, p.5).

The Milk Cart is a rare composition for Henry, a painter more commonly recognised for his pure landscape arrangements, and references all that is desirable from the artist but significantly, also offers a human element as the central focus. Henry's typical technique has been employed to good effect here in that most of the narrative has been kept to the lower half of the picture while the sky, with its billowing cumulus clouds, is given over to the upper half creating a dramatic elegance. He opens our eyes to the grandeur of nature, but (as here) it is in his massed cloud effects that he gives the most realistic picture of all, these forms contain life and appear to move as we look at them. The distant blue hills across the fields halt the eye's recession whilst in the right foreground a cluster of cottages, well anchored by turf stacks, give a sense of habitation. Front and centre is the milk cart of the title with a hunched figure clothed in earthy tones driving the donkey forward. Two large pails of milk sit in the back of the cart, gleaming in the sunshine, as they make their gradual passage along the rustic track.

The artist was known for creating variations on a theme and S.B. Kennedy comments on the present work "This composition is similar to a number of others by Henry executed during the 1920s and early 1930s of which *In Connemara*, 1925-30 (cat.637), *Going to the Creamery in Co. Tipperary*, 1927-8 (cat.664), and *Connemara Cottages*, 1928-29 (cat.682), are the most notable. But, unusual for Henry at this date, *The Milk Cart* and *Going to the Creamery* compositions both include figures and are particularly notable for this reason. Such thematic treatment of subject matter is common in Henry's *oeuvre*. Reviewing the artist's 1930 March exhibition at the Hackett Galleries, New York, the *New York Post* (22 March 1930) admired the 'simplicity and dignity', the 'impression of veracity' conveyed in the canvases, attributes that admirably describe this picture. The double signature suggests that that at the bottom left may have been added at some time after the picture was completed. (*Paul Henry, with a Catalogue of the Paintings, Drawings, Illustrations*, Yale University Press, New Haven and London, 2007, p.239).

Henry was the first artist to shed such a realistic light on what was then a wild and desolate part of Ireland, and with his signature big skies, striking palette and people of the land, the artist perfectly captured the atmosphere of the area. He succeeds in showing the west of Ireland truly as it was in his time and the hardship of life in the region was a recurring *leitmotif* within his *oeuvre*.



JACK B. YEATS R.H.A. (1871-1957)

Crossing the City

signed 'JACK B YEATS' (lower left)

oil on canvas

35.6 x 45.7 cm. (14 x 18 in.)

Painted in 1929

£100,000 - 150,000

€120,000 - 180,000

US\$130,000 - 200,000

Provenance

Maurice Collis, 1945

With The Waddington Galleries, London

Mrs Iris Winthrop, Ipswich, Mass. (later Mrs Freeman)

With The New Grafton Gallery, where acquired by

Sir Andrew Carnwath, 1971

Private Collection, Ireland

Sale; Whyte's, Dublin, 1 October 2012, lot 65, where acquired by the present owner

Private Collection, U.K.

Exhibited

London, Alpine Club Gallery, *Jack B. Yeats: Paintings*, 6-23 February 1929, cat.no.29

Dublin, Contemporary Picture Galleries, *Jack B. Yeats: Paintings*, 28 October-12 November 1940, cat.no.16

London, Wildstein, *Jack B. Yeats: Oil Paintings* 13 February-9 March 1946, cat.no.16

London, The New Grafton Gallery, November 1971, cat.no.84

Literature

Hilary Pyle, *Jack B. Yeats: A Catalogue Raisonné of the Oil Paintings, Volume 1*, André Deutsch, London, 1992, p.347, cat.no.380 (ill.b&w p.164 (Volume 3))

This painting shows an unusual view of Dublin's city centre looking south diagonally from O'Connell Bridge down D'Olier Street with a view of the grey edifices of Trinity College on the horizon. The foreground of the vista is dominated by the large blue form of a sculpture on a plinth. This is a mannered representation of Thomas Farrell's statue of William Smith O'Brien which was erected on this spot in the 1870s and moved to its current location on O'Connell Street in 1929, the year this work was painted.

The low viewpoint sets the trams and moving figures directly against the height of the surrounding buildings, which appear tall and imposing from this angle. The muddy tones of grey and brown used in this painting are typical of Yeats' work of this period. They are heightened by touches of bright yellow, blue and red put on with the tip of the brush to create a swirling texture.

During the late 1920s Yeats' style was developing dramatically, moving from his more realist early work to the fragmented, avant-garde methods of his later painting. A small group of paintings including this work, *Going to Wolfe Tone's Grave* 1929 (Private Collection), and *Jazz Babies* 1929 (Private Collection), rely on opaque dark colours applied in a wide range of textures. Their muted tonalities, as in *Crossing the City*, are suited to the urban nature of their subject matter which focuses on post-independence Dublin.

While trams, crowded with passengers, pass at speed along Burgh Quay, a figure on a bicycle whizzes along in the middle foreground. Our attention is focused on the rearing head of a horse in the right foreground, perhaps frightened by the bustle and noise of the traffic. A young man in a peaked cap gently tries to calm him down. This well observed vignette is reminiscent of some of Yeats' West of Ireland paintings of horse fairs and races. Both the figures of the horse and

the boy are sculpted out of oil pigment. The shape of the animal's head and ears are gracefully constructed out of black impasto paint. A slight blurring of the left hand side of the horse's head suggests movement, as if captured by a slow speed camera. A fashionable lady watches the man and the steed with aloofness – her pale make-up, bright red lipstick and stylish cloche hat introduce a counterpoint of modernity to the scene.

The excitement of the crowds as they move through the city may be connected to such events as the Catholic Emancipation Centenary celebrations which took place in 1929. These temporarily transformed the city into a display of national and religious fervour. A small structure in the middle left foreground appears to be a religious statue consisting of a black gothic casing that contains a kneeling figure in blue. This devotion was to be even more forcibly expressed three years later at the Eucharistic Congress. The title 'Crossing the City' may even be a humorous pun and allusion to the newly independent state's enthusiastic embrace of Catholicism. Such a droll use of language is often found in Yeats' cartoons which frequently comment on the absurdity of modern life. Its more obvious meaning alludes to the busy thoroughfare of O'Connell Bridge, the centre of the city and its transport network.

The painting provides a rare example of expressionism in Irish art in its strong individual application of form and colour to a contemporary subject - the city. It was exhibited in London rather than Dublin when first painted. Its first owner was the author of the controversial *Trials of Burma* 1937, Maurice Collis, who through his long sojourn in India may well have recognised within it the tension between the traditional and local and a delight in the pleasures and spectacle of metropolitan life.

We are grateful to Dr. Róisín Kennedy for compiling this catalogue entry.



41 *

ROWAN GILLESPIE (BORN 1953)

Study for W.B. Yeats

signed, titled, numbered and dated 'Study for W.B. Yeats '5/9 Rowan Gillespie '90' (to the back of the slate base)

part-polished bronze on a slate base

65.8 cm. (25 7/8 in.) high (including the base)

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

Private Collection, Ireland

W.B. Yeats was one of the most important literary figures of the first half of the twentieth century. Born outside Dublin and educated across Dublin and London, Yeats took an early interest in poetry, influenced keenly by the Romantics Keats, Wordsworth and William Blake. He would go on to win the Nobel Prize in Literature in 1923, two years after the Irish independence he had given passionate, expressive voice to through his poetry, had been achieved.

The present work is drawn from a personal connection to the poet. Gillespie's grandparents were closely acquainted with the Yeats family, and indeed Gillespie's mother was born the same day as Yeats' daughter Anne in the same maternity ward; Yeats, who was already in the hospital, met the new-born before her father had arrived.

Gillespie conceived of the present work with a specific image in mind: that of Yeats holding court at a function, carrying an air of exuberance and authority, offering words of wisdom as if spontaneous, yet the artist suspects penned in advance. It is one of the original maquettes for the resultant work, *W.B. Yeats*, that was erected in Sligo in 1990. The book was removed from subsequent casts and the final work, giving way to an expressive hand gesture evocative of the imagined scene of inspiration.

We are grateful to the artist for his assistance in cataloguing this lot.





42 * AR

NORAH MCGUINNESS H.R.H.A. (1901-1980)

Bog Hole in the Heather
signed 'NMcGuinness' (lower right)
oil on canvas
40.8 x 50.9 cm. (16 1/8 x 20 1/8 in.)

£6,000 - 8,000

€7,100 - 9,500

US\$8,000 - 11,000

Provenance

With The Dawson Gallery, Dublin
Sale; Adam's & Bonhams, Dublin, 30 May 2007, lot 126
Private Collection, Ireland

Exhibited

Dublin, Municipal Gallery, *Irish Exhibition of Living Art*, 21 August-30
October 1977, cat.no.39



43 AR

JULIAN TREVELYAN R.A. (1910-1988)

Dolphin Bay, Tresco
signed and dated 'TREVELYAN 46' (lower left)
oil on canvas
38.5 x 61 cm. (15 1/8 x 24 in.)

£7,000 - 10,000

€8,300 - 12,000

US\$9,300 - 13,000

Provenance

With The Lefevre Gallery, London
Private Collection, U.K.



44 AR

SIR KYFFIN WILLIAMS R.A. (1918-2006)

Landscape with cottages
signed with initials 'KW.' (lower left)
oil on canvas
30.5 x 77.1 cm. (12 x 30 3/8 in.)

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

Provenance

With Tegfryn Gallery, Anglesey
Private Collection, U.K.



PROPERTY OF ALUN SCHOOL, MOLD

45 AR

SIR KYFFIN WILLIAMS R.A. (1918-2006)

Snowdon

oil on canvas

50.6 x 75.8 cm. (19 7/8 x 29 3/4 in.)

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

Provenance

The Artist, from whom acquired by
Private Collection, U.K., by whom gifted to
Alun School, Mold

The present work was donated to Alun School in North Wales by a former member of staff who knew the artist personally. An amateur artist by hobby, the two friends painted together in the early 1960s.

VARIOUS PROPERTIES

46 AR

ALAN REYNOLDS (1926-2014)

Village Dimensions

signed and dated 'Reynolds 58' (lower right)

oil on board

55.8 x 68.5 cm. (21 7/8 x 26 7/8 in.)

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

Provenance

With Redfern Gallery, London, 22 February 1989, where acquired by the family of the present owner
Private Collection, U.K.

The 1950s would prove a pivotal decade on which the development of several twentieth century British artists would hinge, a decade in which very particular, idiosyncratic styles would emerge as one of myriad paths along the way to true abstraction. Amongst others this was the case for Patrick Heron, for Prunella Clough, and it was certainly the case for Alan Reynolds. All three would move into wholly abstract painting in the following decade, eliminating the picture plane and any discernible reference to external reality, but in these years produced work that teetered arrestingly either side of an observed world reduced to an objective interpretation, and an imagined world built up form by form.

A crucial influence on Reynolds during this time was Paul Klee, who's work *Night Feast* (1921, Guggenheim Collection) had a profound effect. The central dividing line, formed of village roofs abstracted into geometric shapes invading the night sky as they jut out into the foreground, recalls Klee and is archetypal of this vein of Reynold's work – seen as early as *The Village Fair* (1952, Private Collection). The subtle, softer continuation of the geometric division into the green

pigment of the lower band seems to exert a gravity, dragging the physical form, the weight, of the village downwards. Reynolds tackles the problem of conversation between the nearer and further elements with confidence, leaning into a flattened division into bands as if liberated from the more classical desire to harmonise through more gentle transitions.

In light of this last aspect, in particular, *Village Dimensions* feels like an assertive return to the overarching direction of the artist's work. A brief phase in the mid-1950s saw Reynolds adopt a more classical approach, with more traditional compositions and a more conservative use of perspectival information. Whilst commercially successful, he felt retrospectively that this was a departure from his more deep-seated, instinctive artistic responses. The present work comes at a decisive juncture at which Reynolds turned back towards a more organic artistic development, and represents the last wave of his figurative, landscape work before this transitioned into abstraction.





47 AR

SIR MATTHEW SMITH (1879-1959)

Landscape at St Cyr (II)

oil on canvas

46 x 55.3 cm. (18 1/8 x 21 3/4 in.)

Painted in 1922

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

Provenance

Mr. Roman Black

With Victor Waddington, London

Sale; Christie's, London, 22 July 1964, lot 156

Sale; Christie's, London, 3 March 1989, lot 335 (as *À St. Cyr*), where
acquired by the present owner

Private Collection, U.K.

Literature

John Gledhill, *Matthew Smith: Catalogue Raisonné of the Oil Paintings*,
Lund Humphries, Farnham, 2009, p.89, cat.no.112

We are grateful to John Gledhill for his assistance in cataloguing this lot.



48

MARK GERTLER (1891-1939)

The Window

signed 'M Gertler' (lower right)

oil on board

41 x 30.8 cm. (16 1/8 x 12 1/8 in.)

£7,000 - 10,000

€8,300 - 12,000

US\$9,300 - 13,000

Provenance

With Alex, Reid & Lefevre, London

Mr G.E. Hodgkinson, thence by descent

Sale; Sotheby's, London, 23 May 1984, lot 119, where acquired by the present owner

Private Collection, U.K.

Exhibited

London, Lefevre Galleries, *Mark Gertler*, April-May 1937, cat.no.13

We are grateful to Sarah MacDougall for her assistance in cataloguing this lot.

WALTER RICHARD SICKERT A.R.A. (1860-1942)

La Grande Duquesne, Dieppe

oil on canvas

64.4 x 54.3 cm. (25 1/2 x 21 3/8 in.)

Painted circa 1899-1900

£30,000 - 50,000**€36,000 - 59,000****US\$40,000 - 66,000****Provenance**

Jacques-Émile Blanche

George Mévil-Blanche

Sale; Sotheby's, London, 17 March 1976, lot 28

Sale; Bonhams, London, 25 March 2003, lot 25

With Messums, London, 2004, where acquired by the present owner
Private Collection, U.K.**Exhibited**Paris, Bernheim, *Walter Sickert*, 1-10 June 1904, cat.no.52Dieppe, Musée de Dieppe, *Walter Sickert. Jacques-Émile Blanche*, 16

July-20 September 1954, cat.no.9

London, James Hyman Gallery, *From Life: Radical Figurative Art from Sickert to Bevan*, 10 September-18 October 2003, cat.no.3**Literature**Wendy Baron, *Sickert, Paintings and Drawings*, Yale University Press, New Haven and London, 2006, p.236, cat.no.125.4 (col.ill.)

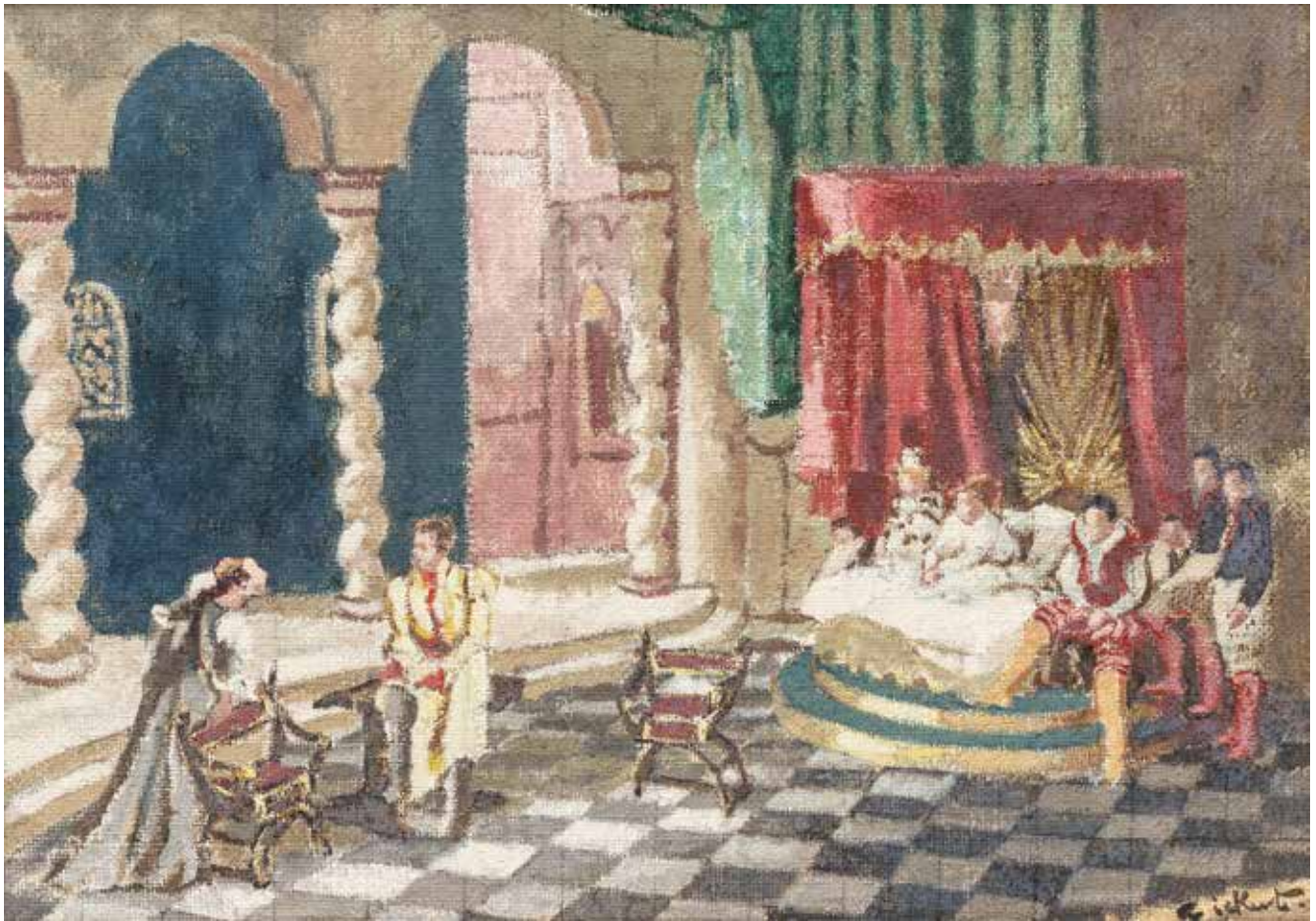
Walter Sickert's personal attachment to the city of Dieppe may partly be regarded as a family matter: his mother Eleanor was sent to school in the French town of Dieppe on the coast of Normandy. Sickert's first visit to Dieppe appears to date back to August 1879, when, aged 19, his family rented a holiday house. It was the theatre that enthralled Sickert – a passion that remained with him and would result in a major artistic output on the subject (also see lot 51). Painting and drawing at this point were still pastime occupations. Sickert returned to Dieppe in 1885, following an earlier visit with his new wife Ellen Melicent Cobden to Scheveningen in the Netherlands and to Munich, his native town.

In the years following, Sickert's increasingly overriding interest in painting led him to execute several fine views of the city and its coastal surroundings. It was in Dieppe that summer that Sickert met up with previous acquaintances, such as Jacques-Émile Blanche – the first owner of this work – and Edgar Degas, whom he had met in Paris a year and a half earlier. From then until the 1920s, Sickert was to visit Dieppe regularly, often during the summer months. In the Spring

season of 1902, Sickert received a commission from the owner of the Hôtel de la Plage to depict the principal sites and views of Dieppe. The result produced several large, sweeping views of the town, including a major work of Le Place Nationale with its central statue, *Le Grand Duquesne, Dieppe* (circa 1899-1900, Manchester City Art Galleries), of which the present work is an alternative view. Sickert employed looser brushwork in the present view, opting for a more vibrant, impressionistic and dynamic atmosphere.

The statue of Le Grand Duquesne erected in the centre of the Place represents the great Admiral Abraham Duquesne. A Huguenot native to Dieppe, Duquesne was celebrated for having defeated a Dutch fleet off the coast of Selly in 1676, at the height of the conflict launched by Louis XIV against the Dutch provinces. The sculpture is the work of Antoine Laurent Dantan, called Dantan P'Amé and was unveiled on 22 September 1844 to commemorate the life and exploits of one of the city's most celebrated heroes.





50

WALTER RICHARD SICKERT (1860-1942)

The Taming of the Shrew
signed 'Sickert.' (lower right)
oil on hessian, lightly squared for transfer
51 x 71.5 cm. (20 1/8 x 28 1/8 in.)
Painted circa 1937

£6,000 - 8,000

€7,100 - 9,500

US\$8,000 - 11,000

Provenance

With Leicester Galleries, London, March 1938, where acquired by
The Hon. Mrs David McKenna
Her sale; Christie's, London, 23 November 1993, lot 48, where
acquired by the family of the present owner
Private Collection, U.K.

Exhibited

London, Leicester Galleries, *Exhibition of Works by Richard Sickert*,
March 1938, cat.no.10

Literature

Wendy Baron, *Sickert: Paintings and Drawings*, Yale University Press,
London, 2006, cat.no.761, p.553 (col.ill.)



51

WALTER RICHARD SICKERT A.R.A. (1860-1942)

La Rue Pecquet

signed 'Sickert' (lower left)

oil on board

24 x 19 cm. (9 3/8 x 7 1/2 in.)

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

Mrs. M.E.L. Brownlow

Gifted by the above to anonymous, *circa* 1970

Sale; Sotheby's, London, 24 March 1994, lot 8 (as *The Eglise St. Jacques, Dieppe*)

Sale; Bonhams, London, 29 May 2013, lot 39, where acquired by the present owner

Private Collection, U.K.

Literature

Wendy Baron, *Sickert, Paintings and Drawings*, Yale University Press, New Haven and London, 2006, p.245, cat.no.135.5

The present work depicts the south door of the church of St Jacques as seen down La Rue Pecquet, Dieppe. Sickert painted this view on at least seven occasions between 1899-1900 and again between 1906-1908. In her literature on the artist Wendy Baron notes that as a rough guide to identifying the earlier and latter versions, one can look to a tree planted to the left hand side of the doors in the intermittent years. The absence of this tree in the present work would suggest an appropriate date of 1899-1900.

SPENCER FREDERICK GORE (1878-1914)

Mornington Crescent

signed with artist's stamp (lower right); inscribed 'Painted by S.F. Gore in 1910. From/window at 31 Mornington Crescent' (in Harold Gilman's hand, on a label attached to the stretcher)

oil on canvas

50.7 x 40.8 cm. (20 x 16 1/8 in.)

Painted in 1910

£30,000 - 50,000

€36,000 - 59,000

US\$40,000 - 66,000

Provenance

With Lefevre Gallery, London

Sir John Mills

Sale; Sotheby's, London, 10 November 1981, lot 103

Douglas Woolf

Sale; Sotheby's, London, 18 June 1997, lot 6, where acquired by Viscountess Macmillan of Ovenden DBE, née Ormsby-Gore, by whom gifted to

Sir Brian Williamson CBE, thence by descent to the present owner

Private Collection, U.K.

Exhibited

Probably London, Chenil Gallery, *Paintings by Spencer F. Gore*, March-April 1911, cat.no.9 (as *The Steeple and the Tube*)

London, Lefevre Gallery, *Paintings by Anne Carlisle and 20 Paintings by Spencer Gore*, June 1945, cat.no.31 (as *Mornington Crescent Tube Station*)

Literature

Wendy Baron, *Perfect Moderns: A History of Camden Town Group*, Ashgate, Aldershot, 2000, p.118, cat.no.16 (col.ill.)

In the summer of 1904, twenty-six-year-old Spencer Frederick Gore, on a trip to Northern France with his friend and fellow Slade School graduate Albert Rutherston (Rothenstein), met Walter Sickert, then forty-four and already a well-established figure on the London art scene. The two formed an immediate rapport, and this meeting is rightly regarded as a pivotal moment in the evolution of Modern British painting, giving rise to one of the foremost artistic movements of early 20th-century London.

The Camden Town Group, as they came to be known, was a short-lived but influential collective of British Post-Impressionist artists. Led by Sickert and Gore, the group developed a distinctive visual language focused on everyday urban life, portraying scenes of working-class London with bold colour, expressive brushwork, and an unflinching sense of social realism.

By 1909, a year before creating the present work, Gore had settled at 31 Mornington Crescent, living and working just a stone's throw from Sickert, who resided at number 6 at the opposite end of the crescent. From his west-facing studio window, Gore painted many scenes of the local surroundings. In his review of Gore's solo exhibition at the Chenil Galleries in 1911, where the present work was likely displayed, the critic Frank Rutter singled out Gore's Mornington Crescent paintings, noting his belief that 'it is the hallmark of the true artist that he does not have to wander far afield in search of beauty. He finds it ever waiting for him at his own door, as Mr. Gore has found in his exquisite Mornington Crescent series.' (F. Rutter, *The Sunday Times*, 1911)

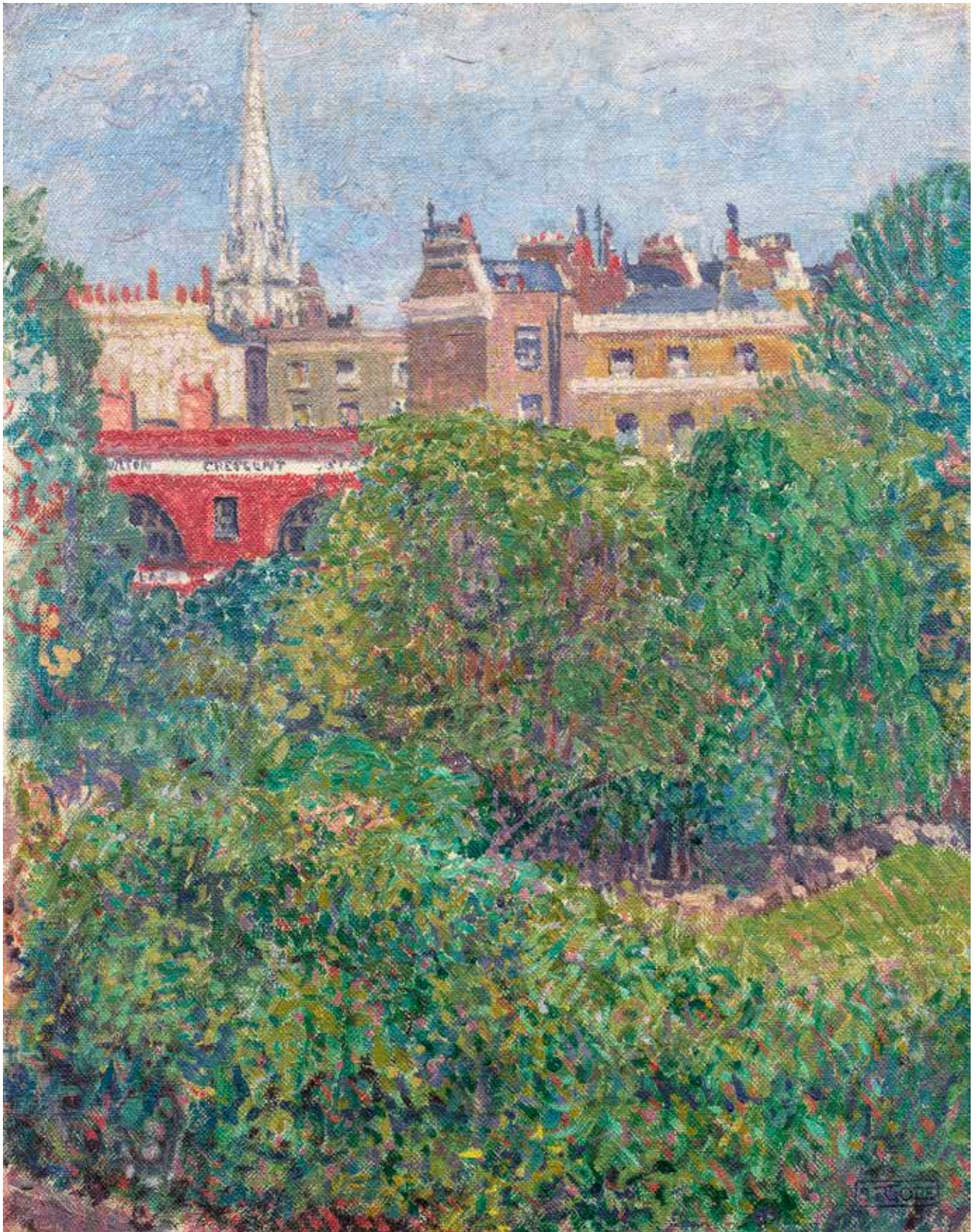
In 1912, after marrying his partner Mollie Kerr, Gore moved to 2 Houghton Place and later settled in Richmond. Tragically, in 1914, shortly before the First World War, Gore contracted pneumonia after being caught in a storm while painting outdoors and died at just 35 years old. His untimely death deeply affected his peers, who responded with heartfelt obituaries celebrating his life and work. In his own tribute, Sickert evoked Gore's connection to Mornington Crescent and described the subject of the present work:

"There was a few years ago a month of June which Gore verily seems to have used as if he had known that it was to be for him the last of its particularly fresh and sumptuous kind. He used it to look down on the garden of Mornington Crescent. The trained trees rise and droop in fringes, like fountains, over the little well of greenness and shade where parties of young people are playing tennis. The backcloth is formed by the tops of the brown houses of the Hampstead Road, and the liver-coloured tiles of the Tube Station." (W. Sickert, *New Age*, 1914)

Mornington Crescent exemplifies Gore's masterful command of colour harmonies and structural composition. The confident brushwork and subtle tonal variations in the gardens below contrast strikingly with the formality of the buildings rising above the canopy and the distinctive red of the underground station, capturing both the physical space and mood of this early 20th-century London milieu. This marks the work as a prized example of the Camden Town Group's legacy.

In 1928, fourteen years after Gore's death, the gardens of Mornington Crescent were built over to make way for the Carreras cigarette factory. Upon learning of the planned development, believing that shops would be constructed on the site, fellow artist Walter Bayes wrote to *The Times*. He fondly recalled the artist working there: 'the bright spirit of Spencer Gore, who, standing at his easel in the most inclement weathers, painted so many charming pictures there to the accompaniment of the hum of the trains.' (W. Bayes, *The Times*, 1928). In a light-hearted gesture, Bayes proposed that the new development be named 'Spencer Gore's Grove' in the artist's memory.

The present work enjoys exceptional provenance, having once been part of the collection of Sir John Mills, the English actor who appeared in over 120 films across an illustrious seven-decade career. More recently, it has been owned by Viscountess Macmillan of Ovenden DBE, daughter-in-law of Prime Minister Harold Macmillan, and the late Sir Brian Williamson, the esteemed financier.



53

ROGER FRY (1866-1934)

Poinsettias in a Vase
signed 'Roger Fry' (lower left) and further signed with initials 'RF'
(centre left)
oil on canvas
91 x 71.1 cm. (35 3/4 x 28 in.)
Painted circa 1914-1915
Presented in the Artist's hand painted frame

£50,000 - 70,000

€59,000 - 83,000

US\$66,000 - 93,000

Provenance

Cyril Andrews, pre-1945, from whom acquired by the family of the present owners
Private Collection, U.K.

Exhibited

London, Carfax Gallery, *Roger Fry: Flowerpieces*, November 1917

Literature

'Gossip from New York', *Colour Magazine*, May 1918, p.87 (col.ill.)

Roger Fry held a deep interest in botany and painted flower subjects throughout his life. However, it was during the early war years that the artist focused intently on still-life, culminating in the 1917 exhibition at the Carfax Gallery titled, *Roger Fry: Flowerpieces*, in which the present work was included. Unable to travel as a result of the conflict, his series of still life paintings demonstrate the qualities of balance and completeness that he admired in the later work of Cézanne, who arrived at 'the purest terms of structural design' (*Burlington Magazine*, 1917, 31, pp.52-61). In correspondence with Charles Vildrac, Fry commented that 'I am particularly working on still-life, trying to discover a more absolute construction and the ultimate simplification of all relationships' (Roger Fry quoted in Frances Spalding, *Roger Fry, Art and Life*, Black Dog Books, Norwich, 1999, p.191).

Many of the most celebrated still-life's from this period are today held in public collections, including *The Blue Bottle* (Scottish National Gallery of Modern Art), *Still Life with Biscuit Tin and Pots* (Walker Art Gallery, Liverpool) and *The Madonna Lily* (Bristol City Art Gallery). In *Poinsettias in a Vase*, Fry places the entire plant, without cutting away extraneous foliage, within the central pictorial space. This design was influenced by his reading of Okakura Kakuzo's *Book of Tea*, which also advised that nothing should be placed nearby to detract from the flowers unless the object is aesthetically balanced with them. As Fry himself had stated in 1910, 'Modern European art has always maltreated flowers' (*Ibid*,

p.191). In the present work, a strong black section of fabric dominates the right-hand side of the composition, contrasting with the blue/green pastel shades of the central area, which frames the elegance of the tall flower stems, and the soft treatment afforded to them by Fry. The placement of the papers on the wall at the left-hand side, one marked with initials 'RF', are mimicked by the leaves of the poinsettia plant which sits atop a mauve ledge adding to an overall sense of modernism in the colour scheme which is fitting for the period.

In reviewing Roger Fry's 1917 exhibition at the Carfax Gallery, Walter Richard Sickert commented that 'it is not exceeding a reasonable limit to characterise these twenty paintings as serious and thoughtful work, full of feeling for the possible dignity of this branch of still-life, and showing appreciation of colour, growth and pictorial structure, expressed without the tedium of over-literal representation' (*Burlington Magazine*, 1918, 32, p.38). *Poinsettias in a Vase* has been retained within the same private family collection for the best part of a century and is presented in an original artist's hand painted frame, bearing the influence of the recently formed Omega Workshops which Fry had formed in 1913.

We are grateful to Richard Shone for his assistance in cataloguing this lot.

Please note that this work has been requested for loan to the forthcoming exhibition *Roger Fry* at Charleston in Firle, 15 November-15 March 2026.



54 * AR

DUNCAN GRANT (1885-1978)

Irises

signed and dated 'D Grant./43' (lower right)

oil on canvas

73.7 x 62.8 cm. (29 x 24 3/4 in.)

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

Provenance

With Crane Kalman Gallery, London, July 1968, where acquired by Mr and Mrs White

Tom Woodward

With Peter Nahum at The Leicester Galleries, London, 15 November 1997, where acquired by the present owner

Private Collection, Australia

Exhibited

Chichester, The Tudor Room, The Bishop's Palace, *All for Love:*

Aspects of Love in the Art of more than 200 Years, July 1994,

cat.no.62

We are grateful to Richard Shone for his assistance in cataloguing this lot.

The war period was, for a multitude of reasons, an uneasy time for Duncan Grant. Against the background of national unrest, two major events further clouded his personal life. Virginia Woolf's suicide in 1941 and the unsanctioned marriage between his former lover Bunny Garnett and his daughter Angelica in 1942 were both a source of much consternation.

Artistically much of his energies were disposed to commercial endeavours. He undertook a contract as an Official War Artist, with Vanessa and Quentin Bell he painted frescos for the interior of Berwick Church, and again with Vanessa Bell he painted murals for Devonshire Hill School. Whilst objectively successful, Grant found such commissions challenging and following the war he only embarked on a few such similar endeavours.

As war-time domestic life set in pursuits of travel and socialising, both of which would have otherwise provided solace for Grant, became increasingly untenable. As such these years were, not by choice, of relative seclusion.

In reviewing the output of this period however, there is one clear dependable source of happiness for Grant – Charleston farmhouse.

The occasional country home of the Bloomsbury group since 1916, Grant, together with Vanessa and Clive Bell, relocated from London to Charleston at the outbreak of war in 1939, a move that would ultimately prove a permanent one.

Throughout the early 1940s at Charleston Grant painted a series of traditionally composed still-lives, which together display a sense of the escapism his location offered him. Often sombre in palette they none-the-less relish with glimmers of exuberance and recall his finest paintings of the preceding decades. The present example is arranged with seasonal early summer blooms cut from the Charleston gardens. As is often the case with such works, Grant composes the bouquet alongside drapery to introduce texture to the painting, and includes scant, but tantalising background details. A single fallen poppy petal offers both a note of compositional colour balance and introduces a sense of fleetingness. The vessels Grant employed for these still-lives were often selected from an arsenal of favourites. In the present composition Grant has purposefully turned the jug's motif away from us to allow for a cool creamy resting point for the eye, which effectively emphasises the dexterity of the surrounding brushwork. The same jug can be identified in a painting of almost 20 years later, *The Mediterranean Jug*, 1960 (sold in these rooms on 22 November, for £38,100).





55 AR

DUNCAN GRANT (1885-1978)

Still Life

oil on canvas

65.3 x 81.3 cm. (25 3/4 x 32 in.)

Painted circa 1922-23

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

Provenance

With Paul Guillaume, Brandon Davis Ltd, London

Lord Ivor Spencer-Churchill

With Belgrave Gallery Ltd, London

Exhibited

London, London Artist's Association, *Recent Paintings* : Bernard Adeney, George Barne, Keith Baynes, Vanessa Bell, Raymond Coson, Douglas Davidson, Roger Fry, Duncan Grant, Ivon Hitchens, Rory O'Mullen, R.V. Pitchforth, Frederick J. Porter, William Roberts, Edward Wolfe, 8-30 November 1929, cat.no.29

Pittsburgh, Carnegie Museum of Art, *26th Annual International Exhibition of Paintings*, 13 October-4 December 1927, cat.no.247

We are grateful to Richard Shone for his assistance in cataloguing this lot.



56 AR

DUNCAN GRANT (1885-1978)

Still Life with Coffee Pot

signed 'D Grant' (lower right)

oil on board

41.1 x 58.2 cm. (16 1/4 x 22 7/8 in.)

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

Provenance

Sale; Sotheby's, London, 10 May 1974, lot 8

Private Collection, U.K.

We are grateful to Richard Shone for his assistance in cataloguing this lot.

57

PAUL NASH (1889-1946)

Summer Flowers in a Vase

signed with monogram (lower left)

oil on canvas laid on board

43.3 x 36.3 cm. (17 1/8 x 14 3/8 in.)

£25,000 - 35,000

€30,000 - 42,000

US\$33,000 - 46,000

Provenance

Mrs De Beers

Sale; Christie's, London, 21 July 1988, lot 306 (as *Mixed flowers in a vase, with a bowl of fruit*)

Sale; Christie's, London, 6 June 1991, lot 96A, where acquired by the family of the present owner

Private Collection, U.K.

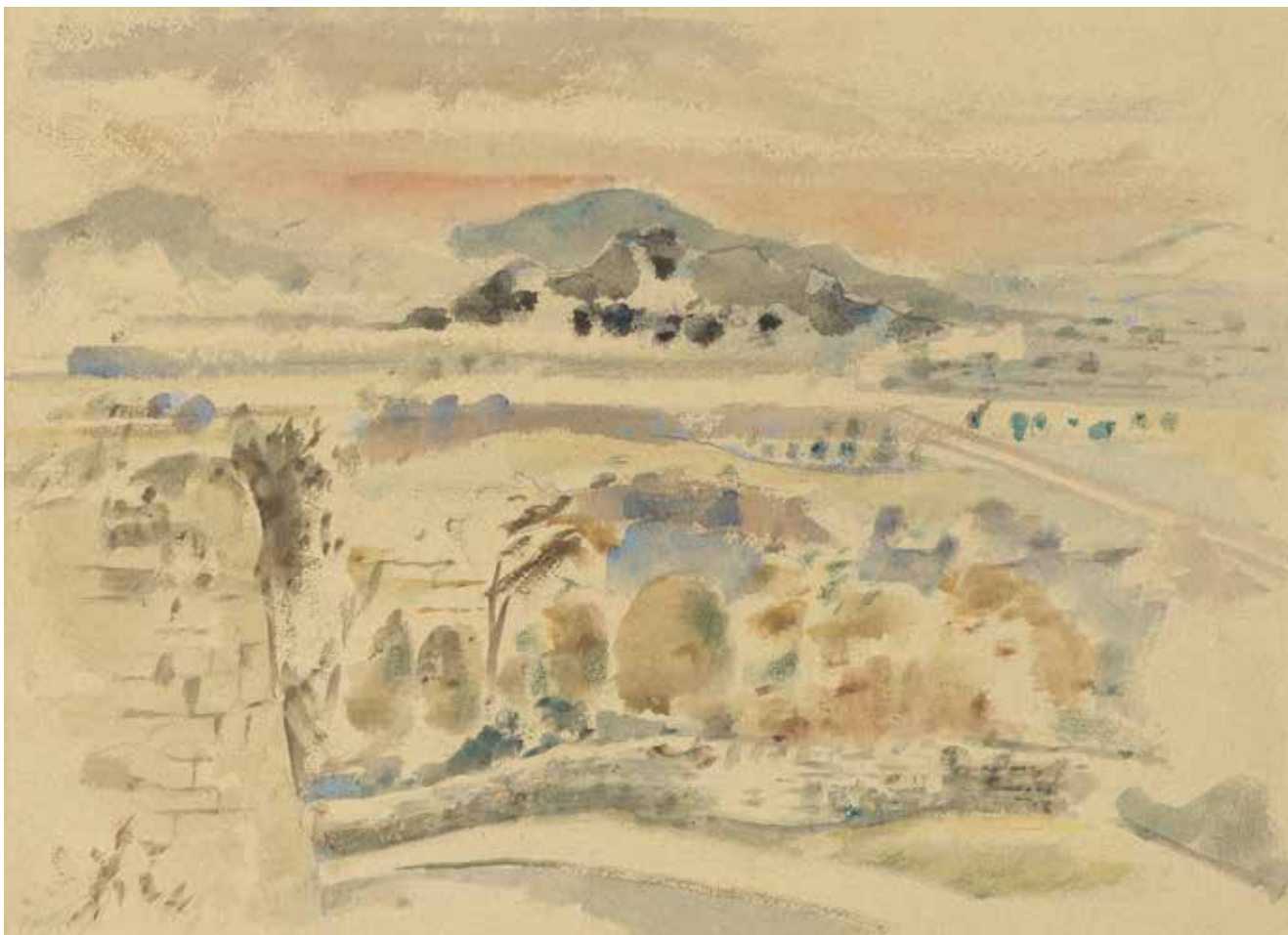
'I am now concentrating on oils and think I have made some advance in that medium. Many of the paintings are thicker – more solid-looking and many of the new ones are still life. Still life fascinates me, nothing can be quite so absorbing or so fascinating to paint' (Paul Nash, October 1927, quoted in Andrew Causey, *Paul Nash*, Clarendon Press, Oxford, 1980, p.133).

Although Nash is most commonly associated with his depictions of the First World War and surreal/symbolic compositions, during the 1920s he executed a small and important body of works focussing on pastoral themes that had briefly occupied him prior to the war. Causey notes the 'extreme painterliness' of these new works that dominated his 1928 Leicester Galleries exhibition (Loc.Cit.). Examining the present example, one is reminded of the early, studied still life compositions of Winifred Nicholson. Indeed, in 1924, Nash visited the Nicholsons

at their home, Banks Head, in Cumberland. This visit was part of a broader circle of artists, including Ivon Hitchens and Christopher Wood, who frequented the house, engaging in discussions and collaborative painting sessions. The possible influence of both Winifred and Wood can be seen here in the painterly application of oil, vivid palette and cheerful arrangement of flowers in an earthenware pot placed next to a basket of fruit.

Nash's still life works offer a valuable insight into his artistic evolution and his ability to find beauty and significance in the mundane. When sold at Christie's in 1988, this previously unexhibited painting was inspected by Andrew Causey who confirmed its rightful place in Nash's still life oeuvre and examples such as *Summer Flowers in a Vase* remain a powerful testament to his versatility and depth as an artist.





58

PAUL NASH (1889-1946)

Mist, Hills, and the Plain: study above Cheltenham
signed 'Paul Nash' (lower left)

watercolour, pastel and pencil

28.8 x 40 cm. (11 3/8 x 15 x 3/4 in.)

Executed in 1946

£6,000 - 8,000

€7,100 - 9,500

US\$8,000 - 11,000

Provenance

With Arthur Tooth & Sons, London (as *Clouds, hills and the plain above Cheltenham*)

R. Ashton Hamlyn Esq.

His sale; Sotheby's, London, 10 March 1982, lot 121 (as *Mist, Hills and the Plain; Study above Cheltenham*), where acquired by the family of the present owner

Private Collection, U.K.

Exhibited

London, The Tate Gallery, *Paul Nash, A Memorial Exhibition*, 17 March-2 May 1948, cat.no.154

London, Arthur Tooth & Sons Ltd, *To-Day and Yesterday: Some Important Contemporaries*, February 1957, cat.no.31

Literature

Margot Eates, *Paul Nash: The Master of Image, 1889-1946*, John Murray, London, 1973, p.137 (as *Mist, Hill and Plain*)

Andrew Causey, *Paul Nash*, Clarendon Press, Oxford, 1980, p.476, cat.no.1279

59 AR

AUGUSTUS JOHN O.M., R.A. (1878-1961)

Dorelia Standing

signed and dated 'John 08' (lower right)

pencil and watercolour

45.7 x 25.3 cm. (18 x 9 7/8 in.)

£20,000 - 30,000

€24,000 - 36,000

US\$27,000 - 40,000

Provenance

Mrs Diego Suarez

Her sale; Christie's, London, 17 October
1980, lot 38

With Thomas Agnew & Sons, London

With Martin Summers Fine Art, London, 2001

Jacques Gelardin, 2004

Sale; Christie's, London, 4 June 2008, lot 65

With Robert Kime, London, where acquired by
the present owner

Private Collection, U.K.

Exhibited

London, Olympia, *Augustus John*, February
1999, cat.no.333

London, Tate Britain, *Gwen John and*

Augustus John, September 2004-January

2005, cat.no.69 (col.ill.); this exhibition

travelled to Cardiff, National Museum and Art
Gallery, February-May 2005



60 *

HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

Head of an Idiot (Self-Portrait)

bronze with a black patina on a wooden base

24.3 cm. (9 1/2 in.) high (including the base)

Conceived in 1912, from an edition of 7 cast in 1939 by Anton Zwemmer

£30,000 - 50,000

€36,000 - 59,000

US\$40,000 - 66,000

Provenance

With Zwemmer Gallery, London

With Adams Gallery, London, 1965, where acquired by

Private Collection, U.K.

With Hirschl & Adler Gallery, New York, 1987, where acquired by the present owner

Private Collection, U.S.A.

Exhibited

London, The Leicester Galleries, *A Memorial Exhibition of 100 works by Henri Gaudier-Brzeska*, May-June 1918, cat.no.21 (another plaster cast)

London, Zwemmer Gallery, *Drawings and Sculpture and Some Contemporary Sculptures*, 1930, cat.no.44 (another cast)

Leeds, Temple Newsam House, *Roy de Maistre and Henri Gaudier-Brzeska*, June-August 1943, cat.no.59 (another cast)

London, The Leicester Galleries, *Selected Paintings, Drawings and Sculpture from the Collection of the Late Sir Michael Sadler*, 7

January-10 February 1944, cat.no.153 (another cast)

London, The Home of Wilfrid A. Evill, Contemporary Art Society, *Catalogue of Part of a Collection of Oil Paintings, Water Colours,*

Drawings and Sculpture Belonging to W. A. Evill, Esq., December

1947-February 1948, cat.no.92 (as *The Idiot*) (another cast)

London, Arts Council Gallery, *Henri Gaudier-Brzeska: An Exhibition of Sculpture, Pastels and Drawings*, 7 December 1955-19 January 1956,

cat.no.3 (as *The Idiot*) (another cast)

London, The Home of Wilfrid A. Evill, Contemporary Art Society, *Pictures, Drawings, Water Colours and Sculpture*, April-May 1961, cat.

no.37 (another cast)

Brighton, Brighton Art Gallery, *The Wilfred Evill Memorial Exhibition*,

June-August 1965, cat.no.39 (another cast)

Germany, Bielefeld Kunsthalle, *Henri Gaudier-Brzeska 1891-1915*,

1969, cat.no.2 (another cast)

Sydney, David Jones Gallery, *Drawings and Sculpture by Henri*

Gaudier-Brzeska 1891-1915, 1981, cat.no.2 (another cast)

Cambridge, Kettle's Yard Gallery, *Henri Gaudier-Brzeska: Sculptor*

1891-1915, 13 October-20 November 1983, cat.no.13 (another

plaster cast); this exhibition travelled to Bristol, Bristol Museum and Art

Gallery, and York, York City Art Gallery

New York, Hirschl & Adler Galleries, *British Modernist Art 1905-1930*,

14 November 1987-9 January 1988, cat.no.65 (another cast)

Literature

Harold Stanley Ede, *A Life of Gaudier-Brzeska*, Will Heinmann Ltd, London, 1930, p.205

Horace Brodsky, *Henri Gaudier-Brzeska*, Faber and Faber, London, 1933, p.179 (ill.b&w., another cast)

Mervyn Levy (int.), *Gaudier-Brzeska Drawings and Sculpture*, Cory, Adams and Mackay, London, 1965, p.29, cat.no.75 (ill., another cast)

Roger Cole, *Burning to Speak: The Life and Art of Henri Gaudier-Brzeska*, Phaidon Press, Oxford, 1978, cat.no.18, p.65 (ill., another cast)

Roger Cole, *Gaudier-Brzeska: Artist and Myth*, Sanson and Company, Bristol, 1995, pp.59, 63-64

Evelyn Silber, *Gaudier-Brzeska: Life and Art*, Thames and Hudson Ltd, London, 1996, p.257 cat.no.30 (ill.b&w, another cast)

Paul O'Keefe, *Gaudier-Brzeska: An Absolute Case of Genius*, The Penguin Press, London, 2004, pp.168, 296 (ill., another cast)

There are two plaster versions of the present sculpture as recorded in the catalogue of works exhibited by Henri Gaudier-Brzeska and Roy de Maistre at Temple Newsam, Leeds from June to August 1943.

Roger Cole records seven casts of this sculpture made in bronze with six apparently destined for Anton Zwemmer, whose famous gallery of the same name became a mecca for artists and a centre for the modern art movement in Britain. Five of these casts have been traced to the Princeton University Art Museum, New Jersey, Buffalo AKG Art Museum, New York, Harvard Art Museums / Fogg Museum, Cambridge, Massachusetts, Auckland Art Gallery Toi o Tāmaki, New Zealand and Scottish National Gallery, Edinburgh.

It has been noted by Roger Cole that the present work should be considered a satirical self-portrait but it has also been referred to as *Head of a Jew*. Indeed, Cole suggests that the plaster cast, owned by Claud Lovat Fraser, was exhibited under this title at Dan Rider's bookshop in St Martin's Court (off Charing Cross Road). The outline of Gaudier-Brzeska's own features have been noted as well as a resemblance between the present work and Auguste Rodin's portrait of the influential poet, Charles Baudelaire from 1898.





61 AR

WILLIAM ROBERTS R.A. (1895-1980)

Study for Germans in Constantinople
signed 'Roberts.' (lower right) and inscribed 'The Germans are trying/
to make themselves at/home in Constantinople' (upper left)
pencil

22.6 x 14.7 cm. (8 7/8 x 5 7/8 in.) (image)

22.6 x 17.1 cm. (8 7/8 x 6 3/4 in.) (sheet)

Executed in 1916

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

Sale; Sotheby's, London, 21 November 1973, lot 74 (as *The Germans are trying to make themselves at home in Constantinople*), where acquired by J.R. Seymour Private Collection, U.K.

We are grateful to Bob Davenport and David Cleall for their assistance in cataloguing this lot.



62 AR

WILLIAM ROBERTS R.A. (1895-1980)

The Something Road Group (Red Slippers)

signed 'William Roberts' (lower left); inscribed 'Red Slippers' (lower centre beneath mount) and further inscribed 'The Something Road Group' (lower right beneath mount)

pencil, watercolour and crayon

14 x 24 cm. (5 1/2 x 9 1/2 in.) (image)

18.8 x 28.9 cm. (7 3/8 x 11 3/8 in.) (sheet)

Executed circa 1956

£7,000 - 10,000

€8,300 - 12,000

US\$9,300 - 13,000

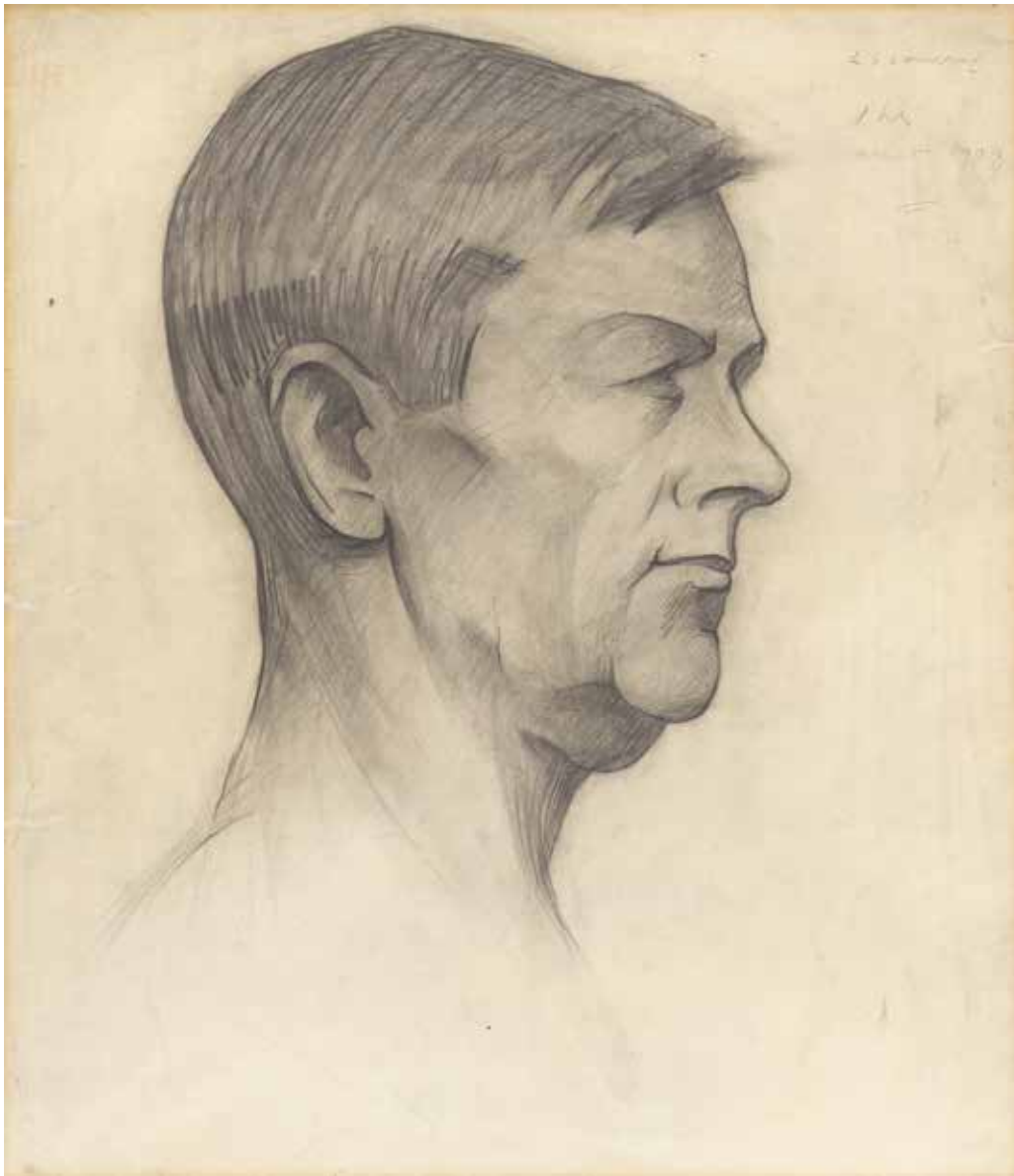
Provenance

Sale; Christie's, London, 16 November 2007, lot 68, where acquired by the present owner
Private Collection, U.K.

Exhibited

London, Hamet Gallery, *William Roberts, R.A.*, February-March 1971, cat.no.49 (as *The Road Group*)

We are grateful to Bob Davenport and David Cleall for their assistance in cataloguing this lot.



63 AR

LAURENCE STEPHEN LOWRY R.A. (1887-1976)

Portrait of a Man

signed, inscribed and dated 'L S Lowry/1 hr/about 1908' (upper right)

pencil

43.7 x 38.6 cm. (17 1/4 x 15 1/4 in.)

Provenance

Sale; Sotheby's, London, 18 April 1984, lot 187, where acquired by the present owner
Private Collection, U.K.

£7,000 - 10,000

€8,300 - 12,000

US\$9,300 - 13,000



64 AR

LAURENCE STEPHEN LOWRY R.A. (1887-1976)

Study for a Girl Walking

signed with initials and dated 'L.S.L. 1960' (lower right)

pencil

21 x 20.1 cm. (8 1/4 x 7 7/8 in.)

£8,000 - 12,000

€9,500 - 14,000

US\$11,000 - 16,000

Provenance

Reverend Geoffrey Bennett

Sale; Tennants, Leyburn, 23 April 1999, lot 606

With Halcyon Gallery, London, where acquired by the present owner
Private Collection, U.K.

65 AR

LAURENCE STEPHEN LOWRY R.A. (1887-1976)

Old Road, Failsworth

signed and dated 'L S Lowry. 1957' (lower right)

pencil

25.4 x 35.5 cm. (10 x 14 in.)

£30,000 - 50,000

€36,000 - 59,000

US\$40,000 - 66,000

Provenance

With Lefevre Gallery, London

Ivan Aird

With Trident Gallery, Leicester, where acquired by the present owner

Private Collection, U.K.

Within L.S. Lowry's much loved and varied output, the genre of 'Street Scene' is one perhaps held dearest in the public zeitgeist. As pictures, for both the artist and the viewer, their power lies in the immediate familiarity and the endless variation they offer.

By the 1950s the urban landscape that Lowry knew so well was changing. Industrial decline and post-war regeneration meant the loss of some of the painters favoured factory buildings and mill-scape views. Additionally, his retirement as a rent collector and clerk for the Pall Mall Property Company in 1952 and increasing commercial success as an artist – afforded him both time and means to travel, which he did extensively and exclusively within the British Isles.

As a roaming artist Lowry looked for familiar and rewarding subjects, and in the ubiquitous and unique streets he wandered up and down the land he found just what he was seeking. The result is a series of exceptional pictures of the 1950s and 1960s which together provide a portrait of the nation's streets. These works are connected by a strong sense of perspective which a view along a street provides, the interest Lowry found in contrasting buildings – domestic, municipal and industrial – and above all his fascination with the people who dwelled within them.

To observe the many figures denoted in the present composition, Lowry did not need to roam far. Old Road in Failsworth is a stone's throw from the Artist's home in nearby Mottram. Both of which are in Greater Manchester, the part of the world which is most intertwined with Lowry's artistry. As a subject this particular street yielded two paintings of 1957, a composition which matches the architecture of the present drawing closely, also entitled *Old Road, Failsworth* and an alternative view entitled *Children Playing, Old Road, Failsworth*.



66 AR

LAURENCE STEPHEN LOWRY R.A. (1887-1976)

Spinning the Mill

signed and dated 'LS Lowry 1929' (lower right)

pencil

26.5 x 35.8 cm. (10 1/2 x 14 1/8 in.)

£30,000 - 50,000

€36,000 - 59,000

US\$40,000 - 66,000

Provenance

Private Collection, U.K.

With Crane Kalman Gallery, London, January 2004

With Halcyon Gallery, London, where acquired by the present owner

Private Collection, U.K.

Exhibited

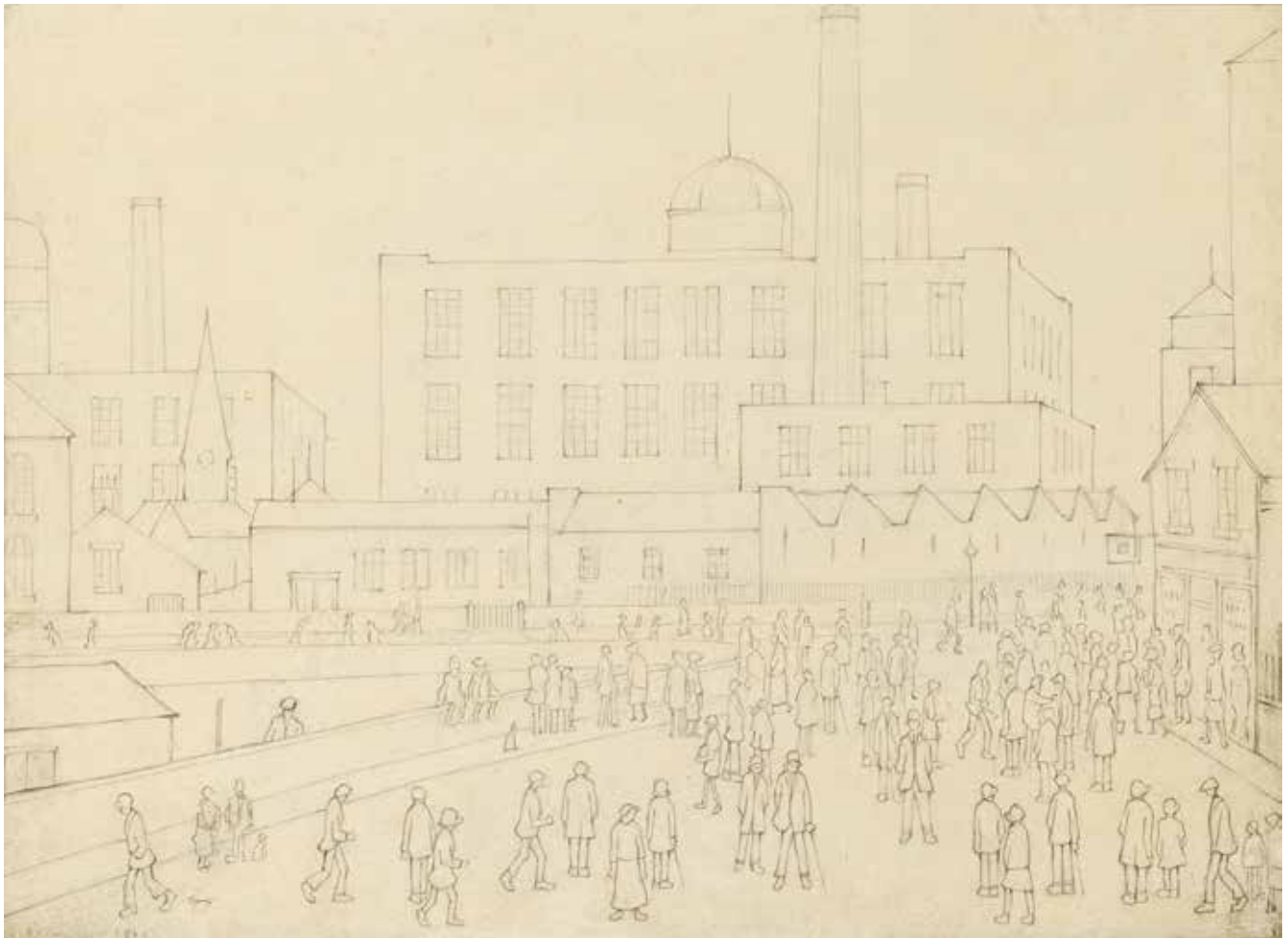
Salford, The Lowry, L.S. Lowry: *Conversation Pieces*, 2003

From the late 18th century until Lowry's day, the spinning mills of the north-west of England provided the lifeblood for many of the region's population. Primarily weaving cotton, these baulking goliaths of the industrial skyline had fascinated Lowry ever since a eureka moment he experienced in 1916. One day, having missed a train and with idle time, Lowry recalled how '... as I got to the top of the station steps I saw the Acme Spinning Company's Mill, the huge black framework of rows of yellow-lit windows stood up against the sad, damp-charged afternoon sky I watched this scene – which I'd looked at many times without seeing – with rapture'. (Lowry quoted in Judith Sandling and Mike Leber, *Lowry's City; A Painter and His Locale*, Lowry Press, Salford, 2000, p.17).

Depictions of mills and their workforce are Lowry's most iconic pictures, and this early example shows the artist laying out his approach to such masterpieces at the formative stage of his career. It belongs to a series of line drawings of the mid 1920s which have

been noted by Mervyn Levy as being the most important innovation of the decade for Lowry. Whilst in subject they may appear simple, their focus around incidents (sometimes explicit, sometimes not) displays the artist's early interest in human psychology, and the mood of a crowd. It is also in these drawings in which Lowry develops an idiosyncratic vocabulary of images, with certain figures, arrangements, spires and chimneys, making their debut before re-appearing throughout his work, across the decades.

Spinning the Mill from 1929 is a rare example of a classic mill scene in Lowry's innovative line drawing approach. Its strong compositional depth signifies the exceptional draughtsmanship for which Lowry is famed – and whilst it is brimming with figures – their apparent inertia, puzzling reason for gathering and disconnect with the factory itself adds intrigue. The work also enjoys notable exhibition history having been selected for display at The Lowry in 2003.



67 AR

LAURENCE STEPHEN LOWRY R.A. (1887-1976)

Holcombe Moor

signed and dated 'L.S.Lowry 1967' (lower right)

oil on board

26.3 x 31.1 cm. (10 3/8 x 12 1/4 in.)

£40,000 - 60,000

€47,000 - 71,000

US\$53,000 - 80,000

Provenance

With Martin Grimes, Liverpool, where probably acquired by the family of the present owner

Private Collection, U.K.



The countryside offered Lowry a subject that was the complete antithesis to the hustle and bustle of life at his home in Manchester. As with the townscapes, his landscapes are seldom completely topographically accurate but largely improvised compositions that are drawn from the artist's memory and imagination. Although the cityscapes produced by Lowry are often invested with a feeling of isolation and exclusion, these feelings are perhaps more overtly felt or enhanced by the 'lonely landscapes' that are devoid of human activity. These rural paintings are conceived in quite a different mode to their urban counterparts and through works such as *Holcombe Moor* the viewer is most able to sense the artist's absolute isolation from the socialised world.

The title of the present work identifies the geographical location with Holcombe Moor located to the west of Ramsbottom, Greater Manchester. This was an area the artist knew well and within the present work, a monument stands as a focal point in the central distance, shrouded in mystery and almost floating on the horizon. The structure is the Peel Monument, which serves as one of two monuments in the area erected in memory of Prime Minister and founder of the police force, Robert Peel, who was born in nearby Bury. Lowry had incorporated such structures into landscape compositions since as far back as 1936, with *A Landmark* (The Lowry), being perhaps his most well-known example.



68 AR

LAURENCE STEPHEN LOWRY R.A. (1887-1976)

Bird Looking at Something

signed and indistinctly dated 'L.S.Lowry 196' (lower right)

oil on board

14.8 x 14.8 cm. (5 3/4 x 5 3/4 in.)

Painted in 1964

£50,000 - 70,000

€59,000 - 83,000

US\$66,000 - 93,000

Provenance

Monty Bloom

With Martin Grimes, Liverpool, where probably acquired by the family of the present owner

Private Collection, U.K.

Literature

Julian Spalding, *Lowry*, Phaidon, Oxford, 1979, pl.45 (col.ill., where dated 1964)

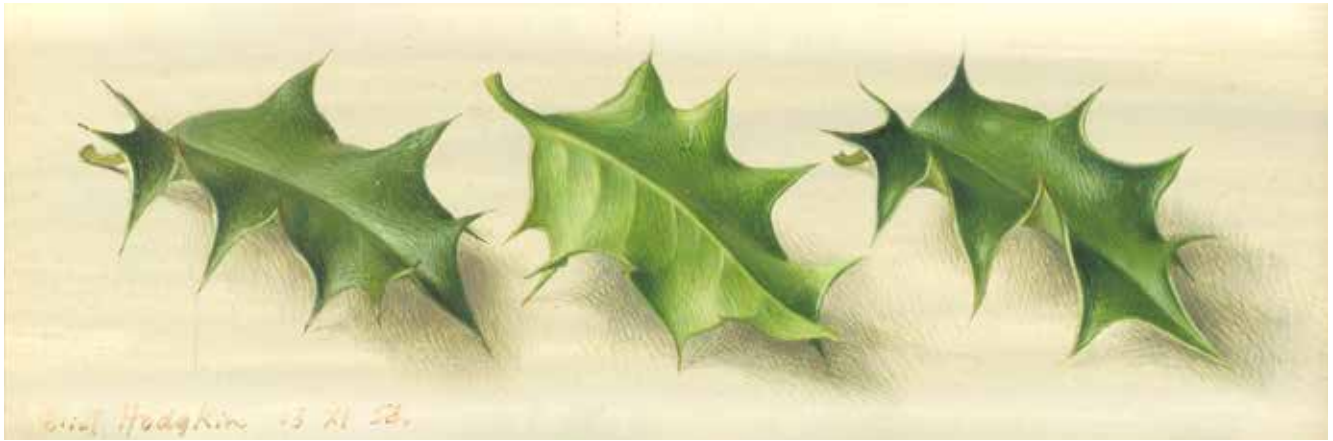
David McLean, *L. S. Lowry*, The Medici Society Ltd, London, 1994, p.24, (ill.b&w)



L.S. Lowry is best known for his industrial scenes featuring vast urban landscapes filled with crowds of “matchstick” figures. However, as in the present work, he also created works that focus on single objects, often stripping down his compositions to one central element. These paintings are interesting because they represent a departure from his more populated city scenes and offer a closer, more intimate look at individual subjects. The single-object paintings are often quite minimalist, with a focus on one primary item—a figure, a boat, a carriage. These works reflect Lowry’s ability to simplify a scene while still conveying emotional depth. The object is often depicted in a flat, stylized way, much like his urban figures, but with a sense of isolation or contemplation. And although most commonly recognised for his gritty portrayals of industrial life, animals and birds do appear in his body of work. Usually, they are not presented as the central focus and are more commonly represented by domestic animals such as cats and dogs, they are walked by men and women and stand as witnesses to human events. Birds make occasional appearances, often as a small detail within a broader scene such as depicted in flight above his industrial landscapes. Small, silhouetted birds appear against the expansive skies, adding a sense of scale and contrast to the otherwise stark, machine-dominated world. This imagery might be interpreted as a reflection on the coexistence of life and industry, or the resilience of nature in the face of human progress.

Here, the bijou oil is focused on a single robin standing on a branch looking out of the picture plane. In typical Lowry form however, rather than simply being a charming nature study, the artist adds an element of intrigue with his chosen title as the diminutive creature is depicted ‘looking at something’. Julian Spalding comments “Lowry liked anything that exhibited an independent life of its own. The fat robin in Plate 45 is a funny, ungainly ball of feathers that is so intent on something it has seen away to the left (probably a worm) that it has absolutely no time for its creator, or the rest of us” (*Lowry*, Phaidon, Oxford, 1979, p.13). Two other single birds, black birds on branches also dating from 1964, have previously appeared at auction (see *Sale*; Christie’s, 25 January 1991, as lots 131 and 132, where sold for £5,163 and £8,138) but these examples are rare. Originally owned by Monty Bloom, one of Lowry’s most prominent advocates, this lot enjoys exceptional provenance and it is not hard to see why he would wish to own such an endearing oil by the artist.





69 AR

ELIOT HODGKIN (1905-1987)

Three Holly Leaves

signed and dated 'Eliot Hodgkin 13 XI 58.' (lower left)

tempera and pencil on gesso prepared board

7.7 x 20.5 cm. (3 1/8 x 8 1/8 in.)

£7,000 - 10,000

€8,300 - 12,000

US\$9,300 - 13,000

Provenance

With Arthur Jeffress Gallery, London, where acquired by Mrs Marcelli Shaw, thence by descent to the present owner Private Collection, U.K.

Exhibited

London, Arthur Jeffress Gallery, *Paintings in Egg Tempera by Eliot Hodgkin*, 3-27 November 1959, cat.no.29

We are grateful to Mark Hodgkin for his assistance in cataloguing this lot. He is currently preparing the forthcoming catalogue raisonné of the artist's work and would like to hear from owners of any work by the artist so that these can be included in this comprehensive catalogue. Please write to Mark Hodgkin, c/o Bonhams, Modern British Art Department, 101 New Bond Street, London, W1S 1SR, or email britart@bonhams.com



70 AR

ELIOT HODGKIN (1905-1987)

Pied Beauty

signed and dated 'Eliot Hodgkin 61.77' (lower right)

tempera on board

18.7 x 28.2 cm. (7 3/8 x 11 1/8 in.)

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

With Hazlitt, Gooden & Fox, London, 1990, where acquired by the present owner
Private Collection, UK

Exhibited

London, The Royal Academy, *The Royal Academy Summer Exhibition*, 21 May-14 August 1977, cat.no.239

London, Hazlitt, Gooden & Fox, *Eliot Hodgkin: Painter & Collector*, 14 March-10 April 1990 (ex.cat.)

We are grateful to Mark Hodgkin for his assistance in cataloguing this lot. He is currently preparing the forthcoming catalogue raisonné of the artist's work and would like to hear from owners of any work by the artist so that these can be included in this comprehensive catalogue. Please write to Mark Hodgkin, c/o Bonhams, Modern British Art Department, 101 New Bond Street, London, W1S 1SR, or email britart@bonhams.com

PROPERTY FROM THE COLLECTION OF SHARI LEWIS

71 * AR

SIR JACOB EPSTEIN (1880-1959)

Albert Einstein

signed 'Epstein' (to the back of the neck)

bronze with a brown/green patina on a stone base

53.3 cm. (21 in.) high (including base)

Conceived in 1933

£30,000 - 50,000

€36,000 - 59,000

US\$40,000 - 66,000

Provenance

Mary and Jack D. Tarcher Collection, New York, by family descent to

Shari Lewis Collection, Beverly Hills, by family descent to

Judith (née Tarcher) Krantz, Bel Air

Thence by family descent to the present owner

Private Collection, Colorado

Exhibited

London, Arthur Tooth & Sons, *Watercolours of Epping Forest*,

December 1933 (another cast)

Literature

Richard Buckle, *Jacob Epstein Sculptor*, Faber & Faber, London,

1963, p.206-207, cat.no.320 (ill.b&w, another cast)

Evelyn Silber, *The Sculpture of Epstein*, Phaidon Press, Oxford, 1986,

p.174, cat.no.234 (ill.b&w, another cast)

In 1933, Einstein fled Nazi persecution in Germany and took refuge in North Norfolk on the invitation of the eccentric Conservative MP and former naval officer, Commander Oliver Locker-Lampson. Einstein spent three weeks that September living in a cabin on Roughton Heath, with armed guards stationed outside. And it was whilst staying here that he met with and posed for the artist Sir Jacob Epstein, one of the leading portrait sculptors of the 20th century.

When recollecting their meeting in 1933, Epstein described Einstein's 'wild hair floating in the wind' and recalled that 'his glance contained a mixture of the humane, the humorous, and the profound. This was a combination that delighted me. He resembled the ageing Rembrandt'. (Jacob Epstein, *Let There Be Sculpture*, London, 1955, p.77).

Other casts of this bust are included in the collections of the Tate, the National Galleries of Scotland and the Fitzwilliam Museum.

We are grateful to Evelyn Silber for her assistance in cataloguing this lot.





VARIOUS PROPERTIES

72

GLYN WARREN PHILPOT R.A. (1884-1937)

Echo and Narcissus

bronzed plaster on a wooden base

50.5 cm. (19 7/8 in.) high (excluding the wooden base)

Conceived in 1931

£7,000 - 10,000

€8,300 - 12,000

US\$9,300 - 13,000

Provenance

Gertrude Cross (née Philpot), the Artist's sister, by whom gifted to Esther Hulbert, thence by descent to the present owner Private Collection, U.K.

Exhibited

London, Leicester Galleries, *Exhibition of Recent Paintings and Sculpture by Glyn Philpot R.A.*, June 1932, cat.no.23 (another plaster cast)

London, Tate Gallery, *Exhibition of Paintings and Sculpture by the Late Glyn Philpot, R.A.*, 14 July-28 August 1938, cat.no.111 (another plaster cast)

London, The National Portrait Gallery, *Glyn Philpot 1884-1937, Edwardian Aesthete to Thirties Modernist*, 9 November 1984-10 February 1985, cat.no.125 (another cast)

London, The Fine Art Society, *Glyn Philpot RA*, 17 November 1997-16 January 1998, cat.no.72 (another bronze cast)

Literature

Simon Martin, *Glyn Philpot: Flesh and Spirit*, Pallant House Gallery, Chichester, 2022, p.119 (col.ill., another bronze cast)

The National Portrait Gallery in the catalogue to their 1984-85 exhibition report that three plaster casts were initially created during the artist's lifetime, of which two - the present cast and another - remained in the collection of the artist's family. The bronze versions of the composition were cast posthumously.



73 * AR TP

EMILY YOUNG (BORN 1951)

Macauba Male Torso
macauba quartzite on a bronze plinth
121 cm. (47 5/8 in.) high (excluding the base)
Carved in 2006
Unique

£20,000 - 30,000
€24,000 - 36,000
US\$27,000 - 40,000

Provenance

The Artist, 2006, from whom commissioned by the present owner
Private Collection, U.S.A.

We are grateful to EY Sculpture UK for their assistance in cataloguing this lot.

“I lose interest unless I let myself
be ruled by what I see.”

(William Coldstream)

PROPERTY FROM THE ESTATE OF IAN ANGUS

74 AR

SIR WILLIAM COLDSTREAM (1908-1987)

Double Portrait (Ian Angus and Ann Stokes-Angus)

oil on canvas

56 x 76.6 cm. (22 x 20 1/8 in.)

Painted 1979-80

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

Provenance

Private Collection

Their sale; Sotheby's, London, 30 June 1993, lot 119 (as *Double Portrait*), sold in aid of the Tate Gallery St Ives

The Ian Angus Estate

Literature

Bruce Laughton, *William Coldstream*, Yale University Press, London, 2004, p.291, fig.153 (ill.b&w)

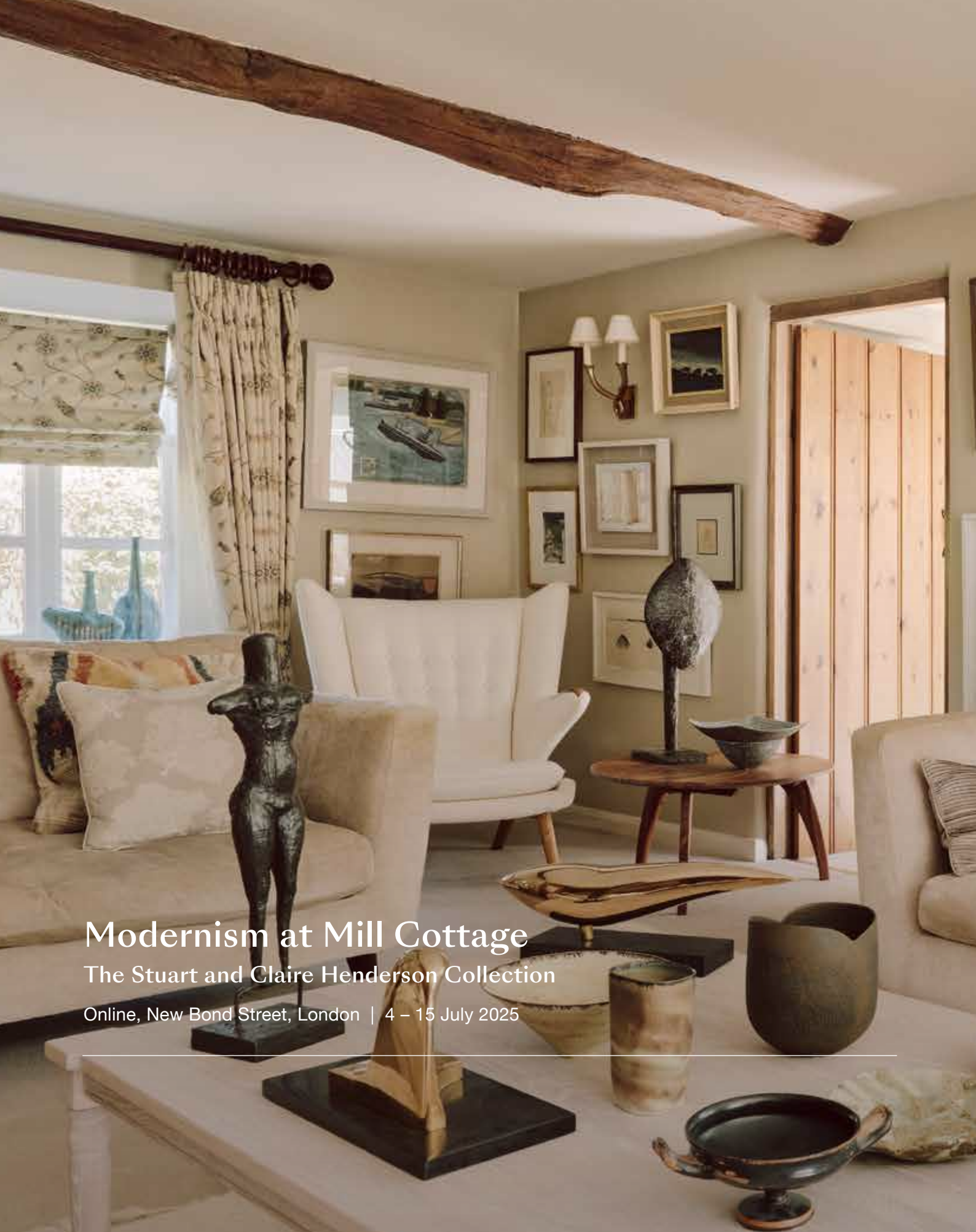
Peter T. J. Rumley, *William Coldstream Catalogue Raisonné*, Bristol, 2018, p.137, cat.no.181

This work was painted in the home of Ian and Ann, on Church Row, Hampstead, where Coldstream had his painting room on the top floor.

All the 'background' elements in the painting are significant: behind Ann and Ian are paintings by Adrian Stokes who was Ann's first husband and who was associated with Coldstream from the days of the Euston Road School. Between the couple is an orange tree, a frequent subject of Coldstream's and which in the context stands as a self-portrait.

END OF SALE





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christopher.dawson@bonhams.com
bonhams.com

A photograph of a modernist bronze sculpture, possibly by Henry Moore, featuring a stylized, elongated human figure with a prominent head and a small, rounded object on top. The sculpture is placed on a simple wooden stand. The background shows a rustic interior with thick wooden beams, a wooden staircase railing, and several framed artworks on the wall. In the distance, a small table holds a white ceramic bowl and a ceramic jug.

Modernism at Mill Cottage

The Stuart and Claire Henderson Collection

Online, New Bond Street, London | 4 – 15 July 2025

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Modern British and Irish Art

Knightsbridge, London | 16 July 2025



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020 7447 7449
mary.gatenby@bonhams.com
bonhams.com/modbrit

ALAN LOWNDES (BRITISH, 1921-1978)

PZ 63
oil on board
73 x 100cm (28 3/4 x 39 3/8in).
£15,000 - 20,000 *

* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

Bonhams

AUCTIONEERS SINCE 1793



Blazing a Trail: Modern British Women

Online | 22 September – 1 October 2025



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+44 20 3988 6460
grace.berry@bonhams.com
bonhams.com/modbrit

DOD PROCTER (1890-1972)

Girl in her Petticoat
signed and dated 'Dod Procter 1928' (lower left)
oil on canvas
68.6 x 43.2 cm. (27 x 17 in.)
£15,000 - 25,000 *

* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in *italics*. IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as *Auctioneer* of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams*’ job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller*’s behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with you as the *Buyer*. The terms of that contract are set out in our *Buyer’s Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*, and this will govern *Bonhams*’ relationship with the *Buyer*.

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an “as is” basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical items or parts are sold for their artistic, historic or cultural interest and may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details. Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams*’ opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*’ opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot*’s general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without charge, *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents *Bonhams*’ reasonable opinion as to the *Lot*’s general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you.

The Seller’s responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams’ responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller*’s agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams*’ behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*’ behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams*’ discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer*’s hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and/or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams*’ reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer*’s. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your *Absentee Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer*’s bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

In order to bid online in a *Sale*, you must be 18 or over and you must register to bid via the Bonhams App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (iii) where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/\$10,000/HKD50,000/AUS\$10,000 depending on the jurisdiction and currency of the *Sale*, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your

address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.

We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details. Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buyer, a *Contract for Sale* of the Lot will be entered into between the Seller and the Buyer on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the Catalogue in case you are the successful Bidder including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. It is your responsibility to ensure you are aware of the up to date terms of the Buyer's Agreement for this Sale.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the Buyer in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it.

For this Sale the following rates of *Buyer's Premium* will be payable by Buyers on each Lot purchased:

28% of the *Hammer Price* on the first £40,000; plus
27% of the *Hammer Price* from £40,001 and up to £800,000; plus
21% of the *Hammer Price* from £800,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

A 3rd party bidding platform fee of 4% of the Hammer Price for Buyers using the following bidding platforms will be added to the invoices of successful Buyers – Invaluable; Live Auctioneers; The Saleroom; Lot-tissimo.

Storage and handling charges may also be payable by the Buyer as detailed on the specific Sale Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the Lot, where indicated by a symbol beside the Lot number. See paragraph 8 below for details.

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a *Hammer Price* of £1,000 or greater, the *Additional Premium* will be payable to us by the Buyer to cover our *Expenses* relating to the payment of royalties under the Artist's Resale Right Regulations 2006, as amended. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed £12,500.

Hammer Price	Percentage amount
From £0 to £50,000	4%
From £50,000.01 to £200,000	3%
From £200,000.01 to £350,000	1%
From £350,000.01 to £500,000	0.5%
Exceeding £500,000	0.25%

8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the Sale.

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α Buyers from within the UK: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). Buyers from outside the UK: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a Buyer, having registered under a non-UK address, decides that the item is not to be exported from the UK, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the Lot. If you are a successful Bidder, payment will be due to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the eighth working day after the Sale. Payments made by anyone other than the registered Buyer will not be accepted. Bonhams reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our Account. If you do so, please quote your paddle number and invoice number as the reference. Our Account details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Debit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams' reputation.

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations. From 28 June 2025, the import into the EU of non-EU origin property of a certain age (and in some categories above a certain value) into the EU is subject to additional requirements. Under the relevant EU Regulation, it is the Buyer's sole responsibility to assess whether any Lot meets the criteria for import into the EU. The refusal of any required Importer Licence or Importer Statement, or any delay in obtaining such Licence or Statement shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol Y are subject to CITES regulations when exporting these items outside the UK. These regulations may be found at:

<https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species#how-to-apply> or may be requested from: Enquiries: wildlife.licensing@apha.gov.uk

Applications: CITESapplication@apha.gov.uk

Address: UK CITES Management Authority

Centre for International Trade

Horizon House, Deanery Road, Bristol BS1 5AH

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the *Contract for Sale*, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a Lot or any *Estimate* in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any *Description* or *Estimate* made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

As stated above, all *Lots* are sold on an “as is” basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

All *Lots* are sold “as is”, and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term “proof exemption” indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term “Certificate of Unprovability” indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the - of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked ‘S1’ and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked ‘S2’ and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence. *Lots* marked ‘S5’ and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a ‘S58’ and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

On behalf of the *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- “Bill Brandt”: in our opinion a work by the artist.
- “Attributed to Bill Brandt”: in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- “Signed and/or titled and/or dated and/or inscribed”: in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- “Signed and/or titled and/or dated and/or inscribed in another hand”: in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term “vintage” may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, “printed later” will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- “Jacopo Bassano”: in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- “Attributed to Jacopo Bassano”: in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- “Studio/Workshop of Jacopo Bassano”: in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- “Circle of Jacopo Bassano”: in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- “Follower of Jacopo Bassano”: in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- “Manner of Jacopo Bassano”: in our opinion a work in the style of the artist and of a later date;
- “After Jacopo Bassano”: in our opinion, a copy of a known work of the artist;
- “Signed and/or dated and/or inscribed”: in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- “Bears a signature and/or date and/or inscription”: in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine.

Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- | | |
|----|---|
| Y | This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale. |
| TP | Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location. |
| W | Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location. |

- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artist's Resale Right Regulations 2006, as amended. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- ⊕ This *Lot* contains elephant ivory and is therefore subject to both CITES regulations and the UK Ivory Act 2018. It has been registered or has an exemption certificate allowing it to be offered for sale and sold under the provisions of the Ivory Act 2018. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. *Bonhams* is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

BUYERS SALE CONTRACT WITH SELLER

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the Seller's liability in respect of the quality of the Lot, it's fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy.

1 THE CONTRACT

- 1.1 These terms and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S WARRANTIES AND UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary); the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

- 2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue* or on the *Bonhams* website, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.
- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*, or upon collection of the *Lot* if earlier. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* beyond 7 days from the day of the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay in full any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when: (i) *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not, until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
- 7.4 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove

the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source

of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.

9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the *Contract for Sale*.

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of *Bonhams Holdings Limited* and to its officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams, Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The Definitions and Glossary contained in Appendix 3 to the

Catalogue for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.

1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller* and following completion of our enquiries pursuant to paragraph 3.11;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT AND BUYER WARRANTIES

3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

3.1.1 the *Purchase Price* for the *Lot*;

3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and

3.1.3 if the *Lot* is marked [A], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:

3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or

3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria); and further

3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or

enforced by the U.S., the United Nations Security Council, the European Union or His Majesty's Treasury or any other relevant Sanctions authority.

3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.

3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:

3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;

3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;

3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;

3.10.4 items purchased by you and your Principal through *Bonhams* are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or His Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and

3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.

3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us; in cleared funds, everything due to the *Seller* and to us, and once we have completed our investigations under paragraph 3.11, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the *Sale* Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 3, 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment

of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.

6.2 Please note however, that under the *Contract for Sale*, the **risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the *Lot* if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.**

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without

prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the *Sale of Goods Act 1979* and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the *Misrepresentation Act 1967* or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act,

omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the *Occupiers Liability Act 1957*, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*; but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity

- will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams' Expenses* relating to the payment of royalties under the Artist's Resale Right Regulations 2006, as amended, which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [A] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 pounds.

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus VAT if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and VAT which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and VAT on the *Hammer Price* (where applicable), the *Buyer's Premium* and VAT on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any VAT chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and however arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "*Seller*" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue*.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artist's Resale Right Regulations 2006, as amended.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)
Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

Bonhams

The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale. You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

Data protection

Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com.

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box ☐

Notice to Bidders.

At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

If successful

I will collect the purchases myself ☐
Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title: Modern British & Irish Art		Sale date: 18 June 2025	
Sale no. 30556		Sale venue: New Bond Street, London	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments:			
£10 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (if applicable)			
Company Registration number (if applicable)			
Address			
		City	
Post / Zip code		County / State	
Telephone (mobile)		Country	
Telephone (landline)			
E-mail (in capitals)			
Please answer all questions below			
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners			
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.			
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement			
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>		If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>	

Please note that all telephone calls may be recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS.	
Bidder/Agent's (please delete one) signature:	Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

Please email or post the completed Auction Registration form and requested information to:
Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447, bids@bonhams.com
Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.



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Bonhams
101 New Bond Street
London, W1S 1SR

+44 (0) 20 7447 7447
bonhams.com

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